

Kidder-
y 4. Ord
2. Ord
th. Pet
ne. Pet
t Apr 16.
facturer.
20. Ord
terbury.
20. Ord
Pet Apr
r 2. Ord
ln. Pet
Pet Apr
0. Ord
27. Ord
Pet May
21. Ord
May 8.
May 6.
May 5.
May 9.
rt. Pet
Halifax.
y 7
April 30.
Adjud
untry,
includes
volumes
Ro-
r of
urt. 471
... 471
... 472
... 472
... 473
... 474
... 474
... 475
... 475
... 475
... 476
blication
dress of
mmuni-
persons
a small
D beg
action
Stones
urdays
Tru. stees,
y means
d other
ir sales,
or smal
on ap-
published
y the
Pie
Carpets,
a week

The Solicitors Journal.

LONDON, MAY 23, 1885.

CURRENT TOPICS.

THE QUESTION whether Court of Appeal, No. 1, will take Chancery appeals during the ensuing circuits is under consideration, but no decision has yet been arrived at.

IN CONSEQUENCE of serious and long-continued illness, Mr. MERIVALE, the Senior Chancery Registrar, has retired from that post. Mr. MERIVALE was appointed a registrar of the Court of Chancery in 1854, and became senior registrar on the retirement of Mr. LATHAM.

THE SENIOR PRINCIPAL CLERK to the Chancery Registrars, next in succession to fill the post of registrar, rendered vacant by the retirement of Mr. MERIVALE, is Mr. R. H. W. LEACH, the son of a former senior registrar.

AT THE TIME, previous to the Long Vacation of 1884, when an Order in Council was issued prescribing that the Long Vacation should commence on the 13th of August and terminate on the 23rd of October, a very general opinion was expressed that, if the number of days on which the courts sit were to be increased, that increase should be added to the beginning of Michaelmas Sittings, and not to the end of Trinity Sittings. The reasons for this principally consisted of two—the one that it is not pleasant to be in court during the dog-days, and the other that, when autumnal weather begins to come round, professional men are more willing to return to town than they are to stay there in August. If the authorities have any intention of falling in with this view, the time for them to take action is fast approaching. When the circuits have been settled and other arrangements have been fixed for the whole of Trinity Sittings, it will be too late, or at least extremely inconvenient, to make the change. An Order in Council which directed that the Long Vacation should commence on the 1st of August and terminate on the 12th of October would, we believe, be hailed with satisfaction by the majority of the hard workers in the profession.

THERE APPEARS to be an unaccountable delay on the part of the authorities in issuing the promised revised scale of solicitors' charges under the Bankruptcy Act. That the scale now in existence, as interpreted by the bankruptcy taxing masters of the High Court, does not remunerate solicitors for the work necessarily done by them, no one now disputes. In justice to the profession, and in the interests of the well working of the Act itself, therefore, no time ought to have been lost in issuing a fresh scale of charges dealing with the question in a fair and equitable spirit, and we think there are good grounds for complaint at the delay in issuing such a scale. The chief complaint made by solicitors on the taxation of costs upon a petition has been the total disallowance of any charges after the making of a receiving order by the court, although the solicitor is practically bound to attend court on the public examination of the debtor, and in many cases to do a number of necessary acts, such as giving notice of the proceedings, as well as to attend the official receiver for the purpose of giving him information, without which that official, in many cases, would be completely at sea in the performance of his duties. Why these charges should have been disallowed, even under the present scale, we have never been able to understand; for, in our view, the General Rules at the end of the scale of costs are wide enough in their phraseology to include charges for work such as we have mentioned.

This, too, was the view taken, in the first instance, by the registrars of many county courts throughout the country, but, on appeal by the Board of Trade, all these charges were taxed off, and solicitors were allowed only the bare charges included in the scale up to the making of the receiving order. The Act has unquestionably been conceived in a spirit of the utmost hostility to the profession, and we are continually experiencing fresh evidences of this fact. Even the little monopoly formerly given to solicitors of being able to appear for creditors on the public examination of a debtor, has had to be shared with any and every member of the public who may get an authority in writing from a creditor to appear for him; and, as was decided by the Court of Appeal in the case of *The Queen v. The Registrar of the Greenwich County Court*, reported last week (*ante*, p. 471), solicitors have not even the advantage of being able to appear in the usual way upon an ordinary verbal retainer, but can only do so in the same way as any other agent, by producing the written authority of the client.

A CORRESPONDENT sends us an interesting letter on the construction of part 2 of schedule 1 of the Remuneration Order, in support of the view that the scale fee should be applicable both to an agreement for a lease and also to a lease subsequently prepared in pursuance of the agreement. We fear, however, that there is not much chance of our correspondent's view being adopted. Rule 2 (b.), no doubt, provides that, "in respect of leases AND agreements for leases . . . the remuneration of the solicitor having the conduct of the business is to be that prescribed in part 2 of schedule 1"; and part 2 of schedule 1 is headed "Scale of Charges as to Leases or Agreements for Leases at a Rack Rent," but, unfortunately, it only provides a scale fee for "Lessor's solicitor for preparing, settling, and completing lease and counterpart." The taxing masters, in a memorandum issued in 1883, laid it down that the lessor's solicitor, where there is first an agreement and subsequently a lease, is not entitled to commission on both; and there will be found in the useful Digest of the Remuneration Order, published by the Council of the Incorporated Law Society, an opinion of Mr. WOLSTENHOLME, to the effect that where there is an agreement for a lease, followed by a lease, the solicitor for the lessor should be paid for the preparation of the agreement under schedule 2 and of the lease by scale under schedule 1, part 2. Where the agreement schedules the form of lease, and the lease is subsequently granted, the council advised, in 1883, that the solicitor for the lessor should be paid for the preparation of the agreement and drawing and copying the scheduled form of lease, under schedule 2, and that, when the lease is granted, it should be paid for according to the scale in schedule 1, part 2; but a deduction should be made of whatever was previously paid in respect of the scheduled form of lease. The reasons given for the decision in *In re Hickley and Steward* (*ante*, p. 222), indicate a different view, but the point was not expressly decided in that case.

IF THERE IS ANY TOPIC which we should have supposed to be still preserved in something like general remembrance amid the universal neglect of real property law, it is the subject of covenants which at law run with the land. The aspect of some of the judgments delivered by the Court of Appeal in the case of *Ansterberry v. The Corporation of Oldham*, of which we give a report in another column, would seem to show that this subject has suffered not a little from the ravages of time. The material circumstances were as follow:—About fifty years ago a deed of trust was executed, containing provisions for keeping in repair a new road which was then "in contemplation." Land was bought from neighbouring owners, for the purpose of making the road, by the trustees of the deed, who covenanted to fence off the road and

keep it in repair. These repairs were to be effected out of certain tolls to be taken by the trustees. The road was duly made, and houses were built at the sides. Subsequently the plaintiff became owner by purchase of the estate of one of the original vendors; and the Corporation of Oldham became owners by purchase, under the statutory powers contained in a local Act of Parliament, of the road. The Act under which the purchase of the road was made extinguished the right to take the tolls out of which the road had hitherto been repaired. It being necessary to have recourse to some other means of repairing the road, the corporation resolved to enforce against the owners of the adjoining lands the powers of the Public Health Act, 1875, and to compel them to bear the expense of the necessary repairs. The plaintiff, as owner of the estate of one of the original vendors above mentioned, brought the present action, on behalf of himself and the other neighbouring owners, claiming (*inter alia*) a declaration that the corporation (who had purchased the site of the road with full notice of the covenants of their predecessors in title) were bound to keep the road in repair themselves. The Court of Appeal, a few days ago, decided against the plaintiff's claim, upon the ground that the covenant did not, at law, "run with the land." We have not a word to say against the decision, though we could wish that the reasons in its favour (which are so ample that we can hardly account for such a case having been brought into court) had been stated a little more clearly. Lord Justice CORROX seems to have done nothing worse than to miss a fine opportunity for delivering a valuable exposition of the law. Lord Justice LINDLEY is reported to have expressed the opinion that "unless a covenant, properly construed, amounted to a grant of either an easement or a rent-charge, or some estate or interest in the land," it would not, at law, run with the land for the purpose of imposing a burden upon the land. Probably his lordship referred to land held for a fee simple; and we have nothing to say against the proposition that the burden of a covenant will never run with land held for a fee simple, as against the successive owners by purchase of the fee; but we cannot see what is gained by obscuring this simple proposition with remarks about "easements," "rent-charges," "estates," and "interests"—which seem to have no more to do with the subject of covenants running with the land than with the law of remitter or the doctrine of *scintilla juris*. Lord Justice FOX, though he concurred in the decision, seems to have inclined to the opinion that the covenant in question did "run with the land," in the sense that the *benefit* of the covenant would run with the land of the *covenantor*—a proposition which, at least, contains food for serious digestive cogitation.

THE EFFECT of the decision of the Divisional Court, sitting in bankruptcy, given on Wednesday last in the case of *Re Hewitt*, is in the opposite direction to that of the judgment of the Court of Appeal, delivered last week, in *Parker v. Parker*. The result of the decision in *Re Hewitt* was to frustrate an attempted exercise of a power of a decidedly exceptional character on the part of an official receiver. An order had been obtained for the administration of the estate of the deceased, who had died insolvent, under section 125 of the Act. On the application of the official receiver the county court judge had made an order, on the strength of rule 58 of the Bankruptcy Rules, for the attendance of the wife, who was the executrix of the deceased, and of the son of the deceased, before the court for the purpose of being examined on oath. The wife and son did not comply with this order, and the county court judge made an order for their committal. Against this order these parties appealed. The contention of counsel for the respondents, the Board of Trade, was that rule 58 of the Bankruptcy Rules, which reproduces R. S. C., ord. 37, r. 5, gives a general power to the court to order the attendance of witnesses for examination upon oath, and that section 27 of the Bankruptcy Act, which deals with discovery of the debtor's property, applies to administrations in bankruptcy under section 125. The court held that section 27 did not apply to proceedings under section 125, and that the court only possessed a general power of ordering the attendance of witnesses when some litigation was actually in progress. It may be that, in order to promote the efficient working of the Act, the sections regulating the powers of official receivers should be liberally interpreted. At the same time it could scarcely be expected that the judges of the High Court would sanction an

extremely strained construction of the Act and Rules, in order to invest official receivers with powers which, we may safely say, the Legislature never intended to give them.

THE CUSTOM OF THE STOCK EXCHANGE WITH REGARD TO THE SALE OF BANK SHARES.

The cases of *Seymour v. Bridge* (L. R. 14 Q. B. D. 460) and *Perry v. Barnett* (L. R. 14 Q. B. D. 467) raised points of considerable interest and importance with regard to the law of principal and agent. In each case the action was by a stockbroker, who, being instructed to buy shares in the Oriental Bank upon the Stock Exchange for his principal, had made a contract for the purchase of such shares which was void for non-compliance with Leeman's Act; and who, having, notwithstanding the repudiation by his principal of the contract before the settling day, proceeded to complete such contract and pay the purchase-money, sought to recover the amount so paid from his principal. In the one case it was held that the stockbroker could recover; in the other that he could not. The distinction relied on by Grove, J., in the later of the two cases (*Perry v. Barnett*) was that the principal in that case was not aware of the custom of the Stock Exchange, by which the purchasing broker is rendered liable, through the machinery of the Stock Exchange rules, to carry out the contract, notwithstanding the fact that it is legally void for not specifying the numbers of the shares; whereas, in the former case, the judge (Mathew, J.) held that the defendant either knew or must be taken to have known of the custom.

It is rather difficult, upon the facts of the two cases, to feel satisfied with the distinction so drawn. It was proved in *Seymour v. Bridge*, no doubt, that the defendant had had frequent dealings in bank shares before through the plaintiff, and had always received contract notes which did not comply with Leeman's Act; and Mathew, J., seems to have laid some stress on this circumstance in giving judgment to the effect that the defendant must be considered to have authorized the plaintiff to make the contract as he did, and consequently to have undertaken to indemnify him against the liability arising therefrom; but he distinctly held, as we read his judgment, that this was so, even although the defendant did not know of Leeman's Act or the custom of the Stock Exchange. The learned judge seems to have been very much disposed to suspect that the defendant had a stronger inkling of the customs of the Stock Exchange than he would admit; but, as we understand the express terms of the judgment, it does not depend on the defendant's knowledge of the custom of the Stock Exchange. The difference, we believe, between the two cases on the facts will be found to consist simply in the fact that, in the one case, the defendant had had many similar transactions previously, whereas, in the other case, he had had only one similar transaction previously. We cannot say that we think that this difference affords ground for any very substantial distinction between the two cases.

An authority that was much discussed and relied upon in the course of the argument in both cases is *Read v. Anderson* (32 W. R. 950, L. R. 13 Q. B. D. 779). In that case it was held, in the Court of Appeal, by Bowen and Fry, L.J.J., Brett, M.R., dissenting, that a man who had instructed a betting agent to make a bet for him could not, by repudiating the bet before payment, escape the liability to repay to the agent the amount paid by him in pursuance of the bet. A distinction, however, was suggested between that case and the cases in question—viz., that the principal must, in the case of a bet, be supposed to know that a wagering contract is void, and only gives rise to a debt of honour, and, therefore, the authority given was to effect a contract not binding in law; whereas the stockbroker's employer, if he knew nothing about Leeman's Act and the custom of the Stock Exchange, must be considered to have employed the broker to effect a legally-binding contract. It does seem to us that there is a considerable difference between the cases in that respect. It is common knowledge that a wager is void; but in the case of bank shares it is perfectly possible to effect a legal contract, though it is the practice of the Stock Exchange to disregard Leeman's Act, it being practically highly inconvenient, with regard to the exigencies of business, to comply with it.

May 23, 1885.

THE SOLICITORS' JOURNAL.

481

The general principle seems perfectly clear that, as between principal and agent, the principal is bound to indemnify the agent against the consequences of his having pursued the authority given, subject, of course, to the qualification that the acts authorized must be lawful, and the consequences their natural consequences, and not too remote. If a man employs another man to represent and act for him, he must stand in his shoes with regard to responsibility. The question in this class of cases, therefore, comes to be what was the authority given; for to see whether it has been pursued it is necessary to know what it was. Now, when we are dealing with the complex developments of modern life and business it is impossible to determine the nature and extent of many contracts, including contracts between principal and agent, only with reference to what is actually expressed between the parties. Business could not, under existing conditions, be carried on upon those terms. Every extensive business will have its own history and traditions, its own usages and understandings, which have developed by degrees, which are more or less accurately defined and known to the persons employed in the business, and which are impliedly referred to in the transactions effected between such persons. It seems to us obvious justice and good sense that a person taking advantage of the facilities afforded by the existence of the particular system of business or the particular market, as it is generally called, for the purpose of effecting a transaction, ought to be as much bound by its usages as if he were a person familiar with that particular system of business or market. Otherwise gross injustice would constantly arise. Limitations of this doctrine there must, of course, be, and they may be expressed in different ways—for instance, such as that the usage must be reasonable to affect an outsider; that it must not change the intrinsic character of the contract, and so forth.

Now, in the cases under discussion the usage of the market, with regard to the mode in which transactions in bank shares were there effected, seems to have come to this—viz., that, it having been found that to comply with Leeman's Act was practically incompatible with the existence of a ready sale for bank shares, the established usage was to make a contract which was not binding at law upon anybody, but which could not be said to be a nullity in effect, because practically it was enforceable as against the respective members of the house between whom it was made, through the peculiar system adopted by the Stock Exchange with regard to defaulters. The important question raised by these cases seems to us to be whether, where the principal is ignorant of such an usage, the authority given by him must be taken to be given with reference to it, or whether the usage is so unreasonable, or so far alters the intrinsic character of the contract contemplated by the authority given, that the principal is not bound by it, and, consequently, the authority given not having been pursued, the obligation to indemnify does not arise.

We cannot say that we think this question very easy of solution, and it seems to us that it will require a good deal more threshing out than it has yet received before it can be considered as definitively settled. On the one hand, it certainly is a strong thing to say that a person giving an authority to effect a contract in a particular market must be taken to contemplate that a contract altogether void in law may be effected. On the other hand, if a man chooses to go blindly and take advantage of the machinery afforded by such an institution as the Stock Exchange, may not the real justice of the case be that, when he says to a broker, 'Make a contract for me,' he must be taken to mean, 'Make a contract for me in the way and with the incidents in and with which such contracts are usually made upon the Stock Exchange'? An outsider, though he does not know the rules of the Stock Exchange, must know—or ought, in reason, to contemplate—the probability that there is a complex system of rules and business customs prevailing in such a market; and if, having regard to the impracticability of complying with Leeman's Act consistently with the exigencies of business, those dealing in that market have arrived at the conclusion that transactions in bank shares are, practically speaking, more satisfactorily effectuated by disregarding the Act and effecting contracts enforceable only through the private laws of the Stock Exchange, is that such an unreasonable usage that the party who blindly takes the benefit of the machinery of the Stock Exchange, without which probably he would have no opportunity of effecting such a transaction at all, is entitled to repudiate all responsibility? We own the question

to be a difficult one, but we are rather disposed to think that the principal ought to be held liable in such cases.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

SHARP PRACTICE.

WHEN Mr. Perker, in the character of a highly respectable family solicitor, is represented in the immortal *Pickwick Papers* as giving mirthful expression at intervals to a certain kind of irrepressible admiration for the sharp practices of Messrs. Dodson & Fogg, a false note is struck. Admiration may, no doubt, be extorted by the exhibition of superior skill in any pursuit, not excluding burglary and embezzlement, but the attitude of all right-minded solicitors towards the mode of conducting business which goes by the name of sharp practice is one of uncompromising repugnance and disgust.

It is not easy to give a definition of what constitutes sharp practice, though the words convey a volume of meaning to a solicitor of any experience. It is of necessity almost entirely limited to, and is certainly seen in its worst form in, the conduct of contentious business; and it may, perhaps, in general terms be best described as a habit of doing professionally acts which, although not in themselves necessarily unlawful or even improper, yet, when taken in connection with existing circumstances, or with express or implied representations accompanying them, are deserving of reprobation in a greater or less degree according to the facts of the particular case. This definition might be illustrated by examples sufficiently numerous to fill volumes, but it will suffice for our purpose to give a single elementary one, as the same principle is to be found at the root of all. A writ is issued and served for recovery of a debt. The debtor does not instruct a solicitor, and fails to put in an appearance on the last day available to him for doing so, but on that day a communication is received from ~~him~~ the plaintiff's solicitor to the effect that on the following day, at twelve o'clock, he will attend and pay the debt and costs; and there is every reason to believe that he will, in fact, do so. Now, it is clearly within the plaintiff's legal rights that, notwithstanding this communication, his solicitor shall, at eleven o'clock on the following morning, sign judgment and issue execution, but it would be most decidedly sharp practice to do so.

In the example which we have supposed the act of signing judgment and issuing execution must be traceable to one of two causes. It must either be done to please a revengeful client, or to put costs into the solicitor's pocket. And this leads us to the general observation that the solicitor who lends himself to sharp practice by no means always places himself in that degrading position for the sake of his own personal gain, although it is commonly assumed against him that he does. Some clients require of their solicitors that they shall commit acts of sharp practice. Some solicitors, without any such impetus, allow themselves to be carried over the boundary line by sheer excess of zeal, or by irritation against the opposing party for some real or fancied cause of complaint. Where the pressure comes from the client it should, of course, be stoutly resisted at all costs, and it may be confidently prophesied that the solicitor will not generally lose in the end by his firmness in doing so, even in the graces of that particular client. But we are fain to admit that some allowance—not a large measure, but some—may be made for the weakness of human nature in this particular case. The solicitor who fears that an important client (perhaps one of his very few important clients) is slipping away from his grasp, in the belief that considerations which, to the client's moral code, seem to be merely sentimental, are being allowed to interfere with the strict letter of his rights, must not be condemned without a recommendation to mercy if he does not always rise nobly to the occasion, but seeks to quiet his conscience with the reflection that, after all, he is but the instrument of another's will. Nevertheless, his true—and even from a purely personal and selfish point of view his best—rule of conduct must first and last be to act as becomes an honourable gentleman and a member of a profession to which he owes an obligation to preserve a stainless name, be the immediate consequences what they may. He can never find an effective harbour of refuge in the plea that he acted improperly under the form of duress represented by a client's commands or entreaties.

We can find only the faintest gleam of palliation for the other type of sharp practices which we have indicated as also disconnected with personal gain—the type which is the outcome of over-seal or irritation against an opponent. However severe the contest may be, and however excited the combatants, there are certain accepted rules of professional fair play written indelibly in the professional conscience which no regard for the client's interests should ever tempt his soli-

citor for a moment to violate. And, again, so far as any real or fancied grievance against an opposing solicitor may be concerned, it is an elementary rule of morals that two wrongs do not make a right. If A. steals B.'s watch he will justly get little sympathy if B. returns the compliment in kind, but this mode of retaliation will not redound to the glory or credit of B. Such propositions as these would not require statement if it were not that the *lex talionis* is often gravely put forward as a sufficient vindication of unworthy professional conduct.

There remains, lastly, the most despicable of all motives which can influence acts of sharp practice—a desire to manufacture costs. There is really nothing to be said about this. It lies beyond the reach of argument, and can only be designated as downright, irredeemable dishonesty of the meanest character.

It may not be unprofitable before quitting this unsavoury subject to say a few words as to the gains and losses which may be reckoned up with tolerable confidence as the result of resorting to sharp practice.

The gains must necessarily vary according to particular circumstances, but it may be said of them generally that they are usually of a petty and insignificant kind. When the object aimed at is of really serious importance, means will generally be found of curing the mischief, and it is needless to say that the court's arm will be stretched out to its widest extent to prevent injustice from being done as the result of taking an unfair advantage of an opponent. The profit of the transaction will, for the most part, take the material form of a few pounds or shillings, or the less tangible shape of anger gratified or burning zeal appealed.

The losses are enormous. The solicitor who lends himself habitually to sharp practices becomes a scorn and bye-word to his brethren, and although he may succeed in preventing a layman here and there, by reason of technical ignorance, from grasping all that is involved in some improper proceeding, it is certain that his reputation and character will sink to a very low ebb outside as well as inside the profession. He may attract an inferior and, for the most part, very objectionable class of clients, he may even carry on a money-making business, but none the less will he be branded as a man who, by his misconduct, has deliberately forfeited the esteem and respect of his fellows, and degraded an honourable profession. When other solicitors come into contact with him they will not scruple to show at every turn that they profoundly distrust him. Where a verbal assurance would be accepted without hesitation from an honest man, he will be required to pledge himself in writing. He will be suspected, not only of designs that he does harbour, but of others that have not entered into his thoughts. Judges will make a black mark against his name. Counsel of respectable position will shun his papers. He will be a legal Ishmaelite. These are all direct professional consequences. Is it rash to conjecture that there may be added to them many moments of bitter mortification and humiliation when the mind is now and again brought by some chance incident, or by reflection that will not be smothered, to realize fully the descent from the paths of truth, honour, and right dealing to the mire in which the man of sharp practice picks his dishonoured way?

If the sharp practitioner would but seriously compare these gains and losses, and strike the balance between them, and if every young solicitor entering into practice would keep steadily before him the same debtor and creditor account, an immense step would be gained towards the purification of the profession from individual instances of misconduct which the hasty judgment of the thoughtless and unreflecting is only too apt to accept as typical of the general body. And not only so, but in the conduct of contentious business the solicitor would be spared the necessity of measuring nicely, by the professional character borne by his opponent, the degree in which he may feel at liberty to repose confidence in him. Such views as these may be Utopian, and it must, indeed, be freely confessed that solicitors are as little exempt, and as little likely to become exempt, from human frailties as other men. But it is surely not the less desirable to hold up on all occasions the highest possible standard of professional morality as the worthiest object of ambition for solicitors both individually and collectively. The solicitor is a gentleman by Act of Parliament. What is it to be a gentleman? Thackeray asked that question once, and answered it himself in terms which might, to our thinking, fitly be incorporated as an interpretation clause in the Act of Parliament itself. "It is to have lofty aims; to lead a pure life; to keep your honour virgin; to have the esteem of your fellow-citizens; to bear good fortune meekly; to suffer evil with constancy; and through evil or good to maintain truth always."

On the 14th inst., in the House of Commons, Mr. W. E. Forster asked the Chancellor of the Exchequer whether the definition of the term foreign security in the resolution with regard to stamp duties included a colonial government security. The Chancellor of the Exchequer said, in reply, that British, colonial, and foreign securities transferable to bearer will alike be liable to the new duty.

REVIEWS.

THE AGRICULTURAL HOLDINGS ACT.

THE AGRICULTURAL HOLDINGS ACT, 1883, AND OTHER STATUTES. By J. M. LELY, Esq., and E. R. PEARCE-EDGCUMBE, Esq., Barristers-at-Law. SECOND EDITION. W. Clowes & Sons (Limited).

This book seemed to us, when it appeared, by far the most careful, as it was certainly the most elaborate, of the numerous treatises on the Act of 1883; and use in practice has not led us to alter our opinion. At the same time there were points almost necessarily left in doubt as to the construction of some of the provisions of the Act upon which we should have been glad if the authors, in a new edition, could have arrived at some more definite opinion. There have, it is true, been hardly any reported cases on the English Act, and we presume, from the absence of material alterations in the notes to which we refer, that, after consideration, the authors have not seen their way to a solution of the difficulties. They have made very few alterations in, or additions to, their notes. The Act of 1883, and the annotations, occupy, in fact, exactly the same number of pages as in the previous edition. We observe, however, that there has been added to the notes on section 5 a suggestion that "it may, perhaps, be taken that any agreement under which a tenant is entitled to receive compensation upon the basis of the scales prepared by the chamber of agriculture of the district in which his farm is situated, will be held to be *prima facie* fair and reasonable"—i.e., for the purpose of substituted compensation. If the authors mean that the referees, in deciding on the fairness and reasonableness of the compensation reserved by a "particular agreement in writing," will take as their guide the scale prepared by the local chamber of agriculture, we agree that this is almost certain to be the case; and if care is taken to represent fairly both landlords and tenants on the committee intrusted with the framing of the scales, no hardship can result from this practice; while it has the advantage of enabling the parties to a lease to ascertain beforehand what provisions may be effectually inserted in the lease by way of substituted compensation. The authors print in the appendix the scales which have been framed by a considerable number of chambers of agriculture—all, indeed, as they state, which had been formulated up to the date of publication. This is an excellent new feature of the work. Eleven new precedents of leases and yearly tenancies have also been added to the forms. Such of these as have been settled since the commencement, or with reference to, the Act of 1883, will be exceedingly useful for reference.

CORRESPONDENCE.

"IN RE FIELD" (ante, p. 438)—REMUNERATION ORDER, SCHEDULE I., PART II.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The question considered in this case seems to have been only whether journeys, attendances, &c., coming under the head of negotiations for a lease, can be charged for in addition to the scale fee. The point whether the preparation of an actual written agreement can be charged for, and, if so, in what way, does not seem to have been decided, though there appears, in fact, to have been a written agreement in that case.

If an agreement cannot be charged for, what is the meaning of the words in the heading of schedule 1, part 2, of the Remuneration Order, "Scale of Charges as to Leases or Agreements for Leases"?

It can hardly be intended that, in cases where there is a written agreement, the charge for it is to be included in the charge for the lease.

If this is so, what is to happen if the lessee, having a formal agreement, is content (as often happens) to hold under it, and never takes up his lease?

Is the solicitor never to be paid, or, if he is paid for the agreement and is afterwards called upon to prepare a lease, upon what system is he to be paid for that?

Again, suppose a lessor agrees with a lessee that, on the latter laying out £1,000 in rebuilding premises within a year, a lease shall be granted, is the lessor's solicitor to wait till the expiration of the year before getting anything? Suppose the lessor changes his solicitor, so that one solicitor prepares the agreement and another the lease, what is to happen then?

I believe the meaning of the schedule is that a lease, or an agreement for a lease, is to be paid for according to the scale, and that, if a solicitor prepares a written agreement and afterwards prepares a lease, he is entitled to two fees of similar amount, one for the agreement, the other for the lease.

To hold otherwise is to refuse to give effect to the words of the schedule, and to introduce all sorts of difficulties.

Of course, journeys and negotiations would be included in the fee either for the lease or the agreement, as the case may be. O.

CASES OF THE WEEK.

COURT OF APPEAL.

TATUTES.
E., Esq.,
& Sons

CAREFUL,
TATUTES ON
ALTER OUR
LAW SO
SIMPLY LEFT
THE ACT
IN A NEW
WE HAVE,
AND WE
NOTES TO
NOT SEEN
VERY FEW
AND THE
TATUTES AS IN
ADDED
MAYBE, BE
RECEIVE
NUMBER OF
SUB-
REES, IN
TION RE
AS THEIR
URE, WE
TAKEN
TEE IN
T FROM
IES TO A
ACTUALLY
AUTHORS
A CON-
AS THEY
CATION.
PREDENTS
FOMS.
OR WITH
ERENCE.

WILL—CONSTRUCTION—EXECUTOR—CONDITIONAL LEGACY.—In a case of *Barber v. Tebbitt*, before the Court of Appeal, No. 2, on the 19th inst., there was a question whether an executor who did not act was entitled to a legacy bequeathed to him by the testator. By the will the testator bequeathed £1,000 to J., and, after making other bequests, he bequeathed £300 to his executor T. And he, at the end of the will, appointed J. and T. trustees and executors of his will. By a codicil he bequeathed to O., solicitor, £200, and he appointed O. to be an executor and trustee of his will, in addition to those named in the will. In all other respects he confirmed his will. O. did not act as executor. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.), affirming the decision of Chitty, J. (28 SOLICITORS' JOURNAL, 563), held that the legacy to O. was conditional upon his acting as executor, and that, as he had not acted, he was not entitled to it.—COUNSEL, *Whitshorne*, Q.C., and *Badcock*; *Ince*, Q.C., and *Hamilton Humphreys*. SOLICITORS, *W. H. Cradler*; *Johnson & Weatheralls*.

WILL—CONSTRUCTION—“SURVIVING.”—In a case of *Benn v. Benn*, before the Court of Appeal, No. 2, on the 18th inst., there was a question as to the construction of the word “surviving” in a will. The testator devised real estate to trustees, upon trust to the use of his son C. for his life, and, after his death, to the use of all and every his children, their several and respective heirs and assigns, as tenants in common. And the testator declared that, in case any or either of his sons or daughters should die without leaving any children or child him, her, or them surviving, then he gave, devised, and bequeathed the several estates and interests to which their children or child respectively would have been entitled under his will (if living) unto his “surviving” sons and daughters, for their respective lives, and, after their deceases respectively, then he gave their respective shares unto their several and respective children, their heirs, executors, administrators, and assigns. The son C. survived the testator, and died without children. Several other children of the testator who survived him died in the lifetime of C., leaving children who survived C. The question was whether these children of deceased children of the testator were entitled to share in the estate of which C. had been tenant for life (the word “surviving” in the gift to the testator’s “surviving sons and daughters” being read “other”), or whether only those sons and daughters of the testator who survived C. and their children were entitled to the estate. It was contended that the gift to the children of surviving sons and daughters of the testator showed an intention to benefit the families of the sons and daughters as well as themselves, and that it was sufficient if the *stirps* was surviving at the death of C. The court (COTTON, LINDLEY, and FRY, L.J.J.), affirming the decision of Kay, J., held that the word “surviving” was to be construed literally, and that only those children of the testator who survived C., and their children, were entitled to the property.—COUNSEL, *Robinson*, Q.C., and *Langworthy*; *Pearson*, Q.C., and *Vaughan Hawkins*; *Hastings*, Q.C., and *Mulligan*; *Kekevich*, Q.C., and *E. S. Ford*; *Sir A. T. Watson*; *Eastwick*. SOLICITORS, *H. A. Graham*; *Wright & Pilley*; *Patey & Warren*; *Hedges & Brandreth*; *Abbott*.

EXECUTOR—RETAINER.—In a case of *Hatherley v. Dunning*, before the Court of Appeal, No. 2, on the 18th inst., there was a question as to an executor’s right of retainer. By a settlement made on the marriage of D., certain interests to which the wife was entitled under the will of her father in his personal estate were vested in trustees, upon trust to pay the income to her for her life, for her separate use, and after her death to pay the income to D. for his life, and, after the death of the survivor, on trust for the children of the marriage. D. was one of the trustees and executors of the father’s will. D. was afterwards allowed by the trustees of the settlement to receive the proceeds of sale of part of the trust fund which was in their hands, and he, as trustee and executor of the father’s will, received the remainder of the trust fund. In both cases he applied the moneys to his own purposes. D. died before his wife, having by his will given all his property to her and appointed her his sole executrix. She proved the will. An action to administer his estate was brought by a creditor, and judgment for administration was pronounced. In this action the widow claimed to prove for the value of her life interest under the settlement, and her children claimed to prove for the value of their reversionary interests. Pearson, J., admitted these claims for the value of the trust funds at D.’s death, and held that the widow had a right of retainer in respect of them both, and that, as to the children, she was bound to exercise the right, they requiring her to do so. And he held that the sum retained must be paid to the trustees of the settlement. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.) held that the trustees of the settlement, who had the legal right to receive the sums in question, which the widow, as executrix, had to pay, were the persons to prove, and that there was no right of retainer. The case was not like *Sander v. Heathfield* (L. R. 10 Eq. 21) in which it was held that the administrator of a sole trustee, who had died insolvent, had a right of retainer in respect of a debt due by the trustee to the trust estate, and that he was bound to exercise it for the benefit of *testatrix que trust*, if required by them to do so. The right of retainer ought not to be extended.

The children also claimed against the estate of D. for moneys to which they were entitled as residuary legatees under the will of B., of which will D. was one of the trustees. These moneys he had received, and in breach of trust applied to his own purposes. In this case also Pearson, J., held that the widow had a right of retainer which she was bound to

exercise on behalf of her children. The Court of Appeal held that there was no such right, and that the surviving trustees of B.’s will were the proper persons to prove against D.’s estate in respect of these moneys.—COUNSEL, *Everitt*, Q.C., and *Dunney*; *John Cutler*; *Coxens-Hardy*, Q.C., and *T. H. Robertson*. SOLICITORS, *Shonbridge & May*; *A. E. Copp*; *Frere & Co.*

VENDOR AND PURCHASER—COVENANT RUNNING WITH LAND—AFFIRMATIVE COVENANT—COVENANT TO KEEP ROAD IN REPAIR.—In a case of *Austerberry v. The Corporation of Oldham*, before the Court of Appeal, No. 2, on the 11th inst., an important question arose as to a covenant running with the land. On the 3rd of March, 1837, a deed of trust was executed which contained provisions for making a road from H. to L., within the limits of the borough of Oldham, in accordance with a specification referred to in the deed, for ever afterwards maintaining the road in good repair out of moneys subscribed and to be received from tolls paid in respect of traffic passing through toll gates on the road. On the 8th of April, 1837, the then owner of an estate, called M., sold and conveyed to the trustees of the deed of trust, in fee, a plot of land forming part of M. for the purpose of their converting the plot into part of the intended line of road. And each of the trustees thereby covenanted, for himself, his heirs and assigns, with the vendor, his heirs, and assigns, that the trustees, their heirs and assigns, or some or one of them, would, within three years, form and fence off the plot into a road to form part of the intended road, and in like manner form the remainder of the intended road according to the specification referred to in the deed of trust, and that the intended road should, after the expiration of the term of three years (subject to such tolls as might be from time to time fixed by the trustees, their heirs and assigns), be used by the public, and for ever thereafter kept open and used as and for a road for the use of the public (subject as aforesaid); and also that the trustees, their heirs and assigns, would, from time to time, and at all times, and at all times thereafter, keep and maintain the road in good repair and condition. Other owners of lands adjoining the site of the intended road in the same way conveyed other plots of land to the trustees for the purposes of the road, and the road was constructed according to the specification, and was kept in repair by the trustees by means of moneys received by way of toll for traffic passing over the road. The owners of the lands through which the road passed erected buildings on the parts of their lands which adjoined the road. In 1868 the plaintiff became, by purchase, the owner of the estate called M. At the time of his purchase he had notice of the conveyances relating to the road. In 1880, the Corporation of Oldham, under statutory powers, purchased the road and the right of levying tolls in respect of the use of it. The Act which empowered them to make the purchase provided that, on the road vesting in them, the right of levying tolls should be extinguished. After their purchase of the road, the corporation attempted to put in force against the owners of lands adjoining the road the powers of the Public Health Act, 1875, to compel those owners to pay the cost of putting the road in good repair. The plaintiff brought this action, on behalf of himself and all the owners of property fronting and adjoining the road, against the corporation and the trustees of the trust deed, claiming a declaration that the corporation were not entitled to recover from the plaintiff and other adjoining owners the costs of repairing the road, and an injunction to restrain the corporation from proceeding against the plaintiff and other adjoining owners to enforce the payment of those costs. In the alternative, the plaintiff claimed for himself and the adjoining owners indemnity out of the purchase-money paid by the corporation to the trustees. The main question was whether the covenant to repair the road entered into by the trustees with the several vendors of the plots of land which formed the site of the road ran (either as to its benefit or its burden) with the land. The court (COTTON, LINDLEY, and FRY, L.J.J.) held that the plaintiff could not enforce the covenant against the corporation. COTTON, L.J., said that, if the covenant did not run with the land, a court of equity would not enforce it, though the corporation bought with notice of it, because it was not a merely restrictive covenant, but an affirmative covenant, to lay out money in doing certain work on the land. No doubt, in *Cook v. Chikell* (L. R. 8 Ch. D. 634), Malins, V.C., held that a court of equity would enforce such a covenant when it did not run with the land at law. But this was contrary to the view expressed by the Court of Appeal in *Haywood v. The Brunswick Building Society* (L. R. 8 Q. B. D. 403), and his lordship thought that the decision in *Cook v. Chikell* was wrong. *Morland v. Cook* (16 W. R. 777, L. R. 6 Eq. 252) was distinguishable, because there a rent-charge was granted out of land for the purpose of repairing a sea wall. In the present case his lordship, without deciding whether the burden of the covenant did or did not at law run with the land, held that the benefit did not, on the ground that it did not relate to anything to be done upon his land, and the form of the covenant showed that it was not entered into simply or mainly with reference to his land. It was rather a covenant for the benefit of such of the public as might be willing to use the road, though it did not amount to a dedication of the road as a public highway; and if the benefit of the covenant did not run with the land, the plaintiff could not maintain the action. LINDLEY, L.J., agreed that the benefit of the covenant did not run with the land. He was also of opinion that the burden did not run with the land at law. He was not prepared to say that, except in the case of landlord and tenant, any covenant which imposed a burden on land would run with the land, unless the covenant, properly construed, amounted to a grant of either an easement or a rent-charge, or some estate or interest in the land. A mere covenant to do something on the land—e.g., to repair—would not, he thought, run with the land in such a way as to bind those who might acquire it. And the equitable doctrine of *Twik v. Merkay* (2 Ph. 774) did not extend to affirmative covenants. FRY, L.J., concurred, except that he was not so clear

as the other members of the court that the benefit of the covenant did not run with the land.—COUNSEL, *Henn Collins, Q.C.*, and *Maberly; Cookson, Q.C.*, and *Parkhurst*. SOLICITORS, *Chester, Mayhew, & Co.; Field, Rose, & Co.*

PRACTICE—DISCOVERY—AFFIDAVIT OF DOCUMENTS—HUSBAND AND WIFE.—In a case of *Fendall v. O'Connell*, before the Court of Appeal, No. 2, on the 20th inst., there was a question as to the form in which an affidavit of documents should be made by a husband and wife who were co-plaintiffs in an action. The action was brought by a husband and wife and their infant children (by the husband as next friend) against the trustees of the settlement made on the marriage of the husband and wife to compel the defendants to make good an alleged breach of trust. Under the trusts of the settlement the husband and wife took life interests in different parts of the trust funds, the wife's interest being to her separate use. The marriage took place in 1876. On the 17th of November, 1884, an order was made in the usual form, directing the plaintiffs to file an affidavit, "stating whether they or any or either of them have or have had, or has or has had, in the possession or power of them, or any or either of them," &c., any documents relating to the matters in question in the action. In pursuance of this order the husband and wife made an affidavit in which they said, "We have in our possession or power" the documents set forth in the schedule, and "according to the best of our knowledge, &c., we have not now and never had in our possession, &c., or in the possession, &c., of our solicitors or agents," &c., any other documents relating to the matters in question. The defendants objected that this affidavit was insufficient, and that the plaintiffs ought to have deposed, not only as to their joint possession, but as to the separate possession of each of them. Bacon, V.C., in chambers, held that the affidavit was sufficient. The Court of Appeal (CORTON, LINDLEY, and FRY, L.J.J.) held that the affidavit was insufficient. CORTON, L.J., said that the affidavit was insufficient on the ground that it did not comply with the terms of the order, which required an affidavit as to the separate possession of each plaintiff. His lordship also thought that the order as it stood was right. Under the present law a married woman was capable of suing separately without a next friend, and, therefore, an affidavit of documents made by her and her husband ought to be several as well as joint. If a married woman had documents in her possession relating to her separate estate, they would be hers as part of that estate. LINDLEY, L.J., said that considering the position of a married woman under the present law, the affidavit as it stood would enable the husband to keep back any documents with which the wife had nothing to do, and would enable the wife to keep back any documents relating to her separate estate.—COUNSEL, *Newton R. Smart; H. Fellowes*. SOLICITORS, *Ward, Mills, & Co.; Stibbard, Gibson, & Co.*

HIGH COURT OF JUSTICE.

COMPANY—WINDING UP—CONTRIBUTORY—SHARES ISSUED AS FULLY PAID UP—ESTOPPEL—COMPANIES ACT, 1867, s. 25.—In a case of *In re The Vulcan Iron Works Company*, before Pearson, J., on the 18th inst., there was a question whether the holder of some shares, which had been issued as fully paid up, could be placed on the list of contributors in respect of those shares, on the ground that no contract had been registered under section 25 of the Companies Act, 1867, that the shares should be paid for otherwise than in cash. The shares in question formed part of a larger number which had been issued as fully paid up to the promoters of the company, the agreement under which they were issued not having been registered under section 25. The shares were transferred by some of the promoters (who were then some of the directors of the company) to the holder, and certificates were issued to him by the company, describing the shares as fully paid up. No certificates of the shares had been previously issued to the promoters. The company being in liquidation, the liquidator sought to place the holder on the list of contributors in respect of the shares, as shares on which nothing had been paid. On behalf of the holder it was contended that the company, having issued certificates describing the shares as fully paid up, were estopped from saying that they were not fully paid up, and that the liquidator was equally estopped. Reliance was placed on *Burkinshaw v. Nicolls* (L.R. 3 App. Cas. 1004). Pearson, J., held that the holder was liable as a contributor. He distinguished *Burkinshaw v. Nicolls*, on the ground that in that case the person whom it was sought to make a contributor had bought the shares for value from a person who held certificates of the company stating that the shares were fully paid up, and therefore took them on the faith of a representation by the company that they were paid up in full. In the present case the only representation made to the shareholder that the shares were fully paid up was made by the persons who transferred to him. The company made no representation till after the shares had been transferred to him.—COUNSEL, *Stirling; Naldor*. SOLICITORS, *Stevenson & Couldwell; Collyer-Bristow & Co.*

COMPANY—RECTIFICATION OF REGISTER—CONTRACT TO PAY FOR SHARES OTHERWISE THAN IN CASH—REGISTRATION—STATEMENT OF NUMBERS OF SHARES COMPANIES ACT, 1867, s. 25.—In a case of *In re The Delta Syndicate*, before Pearson, J., on the 15th inst., a question arose as to the registration of a contract for the payment for shares in a company otherwise than in cash. The object for which the company was formed was the consolidation into one of the shareholders and debenture-holders of two previously existing companies. F. applied for shares in the new company, in exchange for debenture-bonds of one of the old companies, his application

being made on condition that a contract for the payment of the value of the shares in that way should be duly registered under section 25 of the Companies Act, 1867. A contract was accordingly registered, but it did not state the designating numbers of the shares in the new company which were to be issued to F. After the registration of this document, shares in the new company were issued to F., and his name was placed on the register in respect of them. He moved to have the register rectified by omitting his name, on the ground that, as the numbers of the shares which were to be issued to him were not specified in the registered contract, the registration was insufficient to satisfy the requirements of section 25, and he would be liable to pay for the shares in cash. PEARSON, J., held that it was not necessary to state the numbers of the shares in the registered contract, and he refused the application.—COUNSEL, *Cookson, Q.C.*, and *Phipson Beale; Cozens-Hardy, Q.C.*, and *Stirling*. SOLICITORS, *Blunt, Tebb, & Lawford; Druses, Jackson, & Atlee*.

PRACTICE—DISMISSAL OF QUA TIMET ACTION WITHOUT PREJUDICE TO FRESH ACTION—FORM OF ORDER.—In a case of *Fletcher v. Bealey*, before Pearson, J., on the 15th inst., a question arose as to the form of an order dismissing a *qua timet* action, brought to restrain an apprehended nuisance, without prejudice to the right of the plaintiff to bring a fresh action. At the trial of the action (L.R. 28 Ch. D. 688, *ante*, p. 237), Pearson, J., dismissed it, but gave the plaintiff liberty to have inserted in the judgment a declaration, as in *The Attorney-General v. The Corporation of Kingston* (13 W.R. 888), that the dismissal of the action was to be without prejudice to the right of the plaintiff to bring a fresh action. On drawing up the judgment, the registrar was of opinion that the reservation ought to extend only to the case of an actual future nuisance, and not to the case of an apprehended nuisance. PEARSON, J., held that the reservation should be "without prejudice to the right of the plaintiff to take further proceedings in case the defendant's works should occasion a nuisance to him, or in case the plaintiff should apprehend an immediate nuisance or danger from the defendant's works."—COUNSEL, *Cozens-Hardy, Q.C.*, and *L. Ryland; Higgins, Q.C.*, and *Stirling*. SOLICITORS, *Clarke, Woodcock, & Ryland; Cunliffe, Beaumont, & Davenport*.

TRUSTEE—REAL ESTATE—POWER OF SALE—ADMINISTRATION ACTION—SANCTION OF COURT.—In a case of *Rhodes v. Jenkins*, before Pearson, J., on the 14th inst., a question arose as to the right of the trustees of a will to exercise a power to sell real estate, given to them by the will, without the previous sanction of the court, an action having been brought for the administration of the testator's estate. The testator devised his real estates in strict settlement, and he declared that it should be lawful for the trustees, during the life of the tenant for life, with his consent in writing, to sell all or any of the devised estates. The action was brought for the administration of the real and personal estate of the testator. The plaintiff was a legatee, and was also entitled to an interest in remainder in the real estate after a life estate and successive estates in tail. By the will, a term of 1,000 years was vested in the trustees upon trust (*inter alia*) to raise money in aid of the testator's personal estate for the payment of his debts and legacies. The plaintiff claimed also to have her legacy raised and secured, and, if necessary, out of the real estate. In June, 1877, a judgment for administration was pronounced, directing various accounts and inquiries. By the order made on further consideration in July, 1881, a taxation of the costs of all the parties was directed, and it was also (*inter alia*) directed that part of a sum of Consols which was in court should be carried over to the separate account of the plaintiff, to answer her legacy. Further consideration was not adjourned, but general liberty to apply was reserved. After the making of this order, the trustees, with the consent of the tenant for life, purporting to exercise the power of sale, sold part of the real estate. They did not, before making the sale, apply for the sanction of the court, and that sanction was not in fact given. The purchase-money was afterwards paid into court. In June, 1884, on the application of the plaintiff, an order was made for the taxation of the costs of all parties from the foot of the last taxation, including in the costs of the trustees any charges and expenses incurred by them as trustees of the will. The bill of costs of the trustees was carried in for taxation under this order, and in it were included the costs relating to the sale. The taxing master refused to tax those costs at all, on the ground that, by reason of the existence of the administration action, the trustees were not entitled to make the sale without the previous sanction of the court. None of the persons interested in the estate had attempted to impeach the propriety of the sale. The trustees took out a summons, asking that the taxing master might be ordered to tax their costs, charges, and expenses relating to the sale, which had been carried in for taxation under the order, as having been properly incurred, and being for a proceeding which they were entitled to take, without the sanction of the court, under the powers vested in them as trustees of the will. PEARSON, J., held that the trustees were justified in selling without previously applying for the sanction of the court, and ordered the taxing master to tax the costs as asked by the summons. PEARSON, J., said that he should be very sorry if he was obliged to hold that, when the court had done everything which it could do in an administration action, the tenant for life was absolutely paralyzed by the existence of the action, and could not do that which the testator had authorized him to do, or exercise the powers given to him by the Settled Land Act, without coming to the court for its sanction. That would be perpetuating the tyranny of an administration action, and making it much more vexatious than it was already. The sale in the present case was not impeached, and yet the court was gravely told that the trustees, who, as it must be assumed, had rightly made the sale, ought not to be allowed their

May 23, 1885.

value of the
25 of the
it did not
which were
ares in the
the register
y omitting
ch were to
the registra-
5, and he
eld that it
registered
C. C., and
lunt, Tebb,

JUDICE TO
ey, before
an order
prehended
ing a fresh
, p. 287),
serted in
orporation
was to be
h action.
that the
nuisance,
held that
plaintiff
occasion
mediate
-Hardy,
Clarke,

ACTION—
rson, J.,
of a will
without
t for the
his real
ful for
sent in
brought
testator.
rest in
ates in
es upon
ate for
to have
estate.
recting
sidered,
which
of the
urned,
of this
ing to
d not,
d that
wards
iff, an
the foot
es and
ests of
t were
to tax
of the
e sale
rested.

The
ight be
which
perly
take,
in as
ed in
and
ons.
hold
un-
exist-
ized
Act,
sust-
more
not
as it
their

proper costs of it. His lordship thought they were fully entitled to their costs.—COUNSEL, *Cozens-Hardy, Q.C.*, and *Levett, Higgins, Q.C.*, and *Ravlinson; E. Ford; Dauney. SOLICITORS, Ellis, Munday, & Barratt; Walters, Deverell, & Co.; Beyfus & Beyfus.*

R. S. C., 1883, ord. 41, r. 5; ord. 42, r. 31; ord. 43, r. 6; ord. 50, r. 4—WILFUL DISOBEDIENCE TO INJUNCTION—LEAVE TO ISSUE INJUNCTION—SERVICE OF JUDGMENT—SERVICE OF NOTICE OF MOTION—SUMMONS OR MOTION.—In the case of *Selous v. The Croydon Rural Sanitary Authority*, before Chitty, J., on the 8th inst., a motion by the plaintiffs for leave to issue sequestration of the property of the defendant corporation was made under R. S. C., 1883, ord. 42, r. 31, which provides that "any judgment against a corporation may, by leave of the court or a judge, be enforced by sequestration against the corporate property, or by attachment against the directors or other officers thereof, or by writ of sequestration against their property." It appeared that on January 12 last, Denman, J., granted an injunction restraining the defendants from polluting with sewage a piece of water belonging to the plaintiffs, but postponing the operation of the injunction until the 12th of April following. The defendants, on the 2nd of April, moved for a further extension of three months, but their motion was, on the 17th of April, refused. On the 21st of April the plaintiffs served notice of their present motion, but in pursuance of resolutions passed at a meeting of the defendants, called and held very shortly after the 17th, and not communicated to the plaintiffs, the nuisance was, within a week or two, remedied. The motion coming on upon the question of costs, the defendants took technical objections under the Rules of Supreme Court, 1883—(1) that no memorandum had been indorsed upon the copy of the judgment served upon the defendants as required by ord. 41, r. 5, which provides that "every judgment requiring any person to do an act thereby ordered shall state the time within which the act is to be done," and gives a form of memorandum to that effect to be indorsed on the copy served; (2) that the copies of the affidavits intended to be used had not been served with the notice of motion as required by ord. 50, r. 4, which provides for such service in cases (*inter alia*) of motions for attachment; (3) that the plaintiff, if entitled to sequestration at all, was entitled to it without moving for leave, as appeared from ord. 43, r. 6, which provides that "where any person is, by any judgment or order, directed to pay money into court, or to do any other act in a limited time, and, after due service, refuses, &c., the person prosecuting such order shall, at the expiration of the time limited for the performance thereof, be entitled, without obtaining any order for that purpose, to issue a writ of sequestration against that person" [person, by ord. 71, r. 1, includes body corporate]; and (4) that the application for leave, if necessary, should have been made by summons in chambers: *Snow v. Bolton* (L. R. 17 Ch. D. 433). CHITTY, J., after holding that a case of wilful disobedience had been made out against the defendants, who had, after the expiration of their three months, ultimately done in a week or two all that was required of them, said that, as to the first objection, ord. 41, r. 5, had no application to a prohibitory judgment like that in the present case. Such a judgment had simply the effect of an injunction. The only difference was that the old form of judgment was to the effect that a writ of injunction should issue, whereas, by ord. 50, r. 11, the judgment itself was, or took the place of, an injunction. The old writ, however, never stated a limit of time. It had been contended that, because a period of postponement had been given, the judgment was an order to do certain acts; but an injunction was not less negative because a time was mentioned during which its operation was postponed. No actual service of an injunction was necessary, any notice was sufficient. That, as to the second objection, ord. 52, r. 4, related to attachment, not to sequestration. The proceedings in the present case were not directed against, and did not necessarily involve, the liberty of the subject. That, as to the third objection, he had already decided that ord. 41, r. 5, did not apply to a prohibitory order, so also ord. 43, r. 6, only applied to what had to be done within a limited time, and not to that which was restrained from being done at all; and, therefore, there was nothing which exempted the plaintiffs from moving under ord. 42, r. 31. That, as to the fourth objection, no doubt, under ord. 42, r. 31, the present application might have been made in chambers. But to proceed by summons or by motion was a mere question of costs. The struggle which had taken place in court in the present case was enough to show that the costs of an application in chambers which must have eventually found its way into court had been, in the present instance, saved by immediately proceeding in court. He, therefore, in holding that the plaintiffs were entitled to have the leave asked for, also gave them the costs of their motion.—COUNSEL, *Ince, Q.C.*, and *J. Beaumont; E. Clark, Q.C.*, and *G. Henderson. SOLICITORS, Learoyd & Co.; Poole & Co., for A. G. Blake, Croydon.*

INSURANCE AGAINST ACCIDENT—CONDITION IN POLICY THAT NOTICE IS TO BE GIVEN WITHIN SEVEN DAYS OF THE ACCIDENT—INJURY SUPERVENING ON ACCIDENT—NOTICE WITHIN SEVEN DAYS OF THE INJURY—VALIDITY OF NOTICE.—In the case of *Carvel v. The Lancashire and Yorkshire Accident Insurance Company*, before the Divisional Court (Pellatt, B., and Manisty, J.) on the 19th inst., the question arose upon a point of law taken upon the pleadings, and directed to be heard before the other issues in the action, whether notice of the accident was given in time under a condition in a policy of insurance against accident. The plaintiff effected a policy of insurance with the defendants against bodily injury from accidental violence which should cause the plaintiff to be wholly or entirely disabled from attending to business. There was a condition in the policy that, in the event of any accident, the plaintiff should give notice thereof to the defendants within seven days of the occurrence of the accident,

and should, within fourteen days, send a written report from his medical attendant of the facts of the case, and the nature and extent of the injuries received. In July, 1883, during the continuance of the policy, the plaintiff, while paddling a canoe in the River Fowey, collided with a bridge that crossed the river, and was injured; but such injury did not fully develop itself until March, 1884, on the 17th of which month the plaintiff became ill, and on the 26th of which month he became wholly and entirely disabled from attending to business in consequence of such injury, and continued to be so disabled for thirteen weeks. The policy continued in force during the whole of this period. On March 28, 1884, the plaintiff gave notice to the defendants of his injury, and also sent them a medical report within fourteen days of March 26, 1884. The point of law raised for the opinion of the court was whether the notice was given in time within the condition of the policy. The court held that the condition in the policy was clear and explicit that the notice of the accident must be given within seven days of the occurrence of the accident. Here the notice was given within seven days of the plaintiff becoming disabled, which did not occur till many months after the accident. The notice, therefore, was too late, and the judgment must be for the defendants.—COUNSEL, *Jelf, Q.C.*, and *David; Cohen, Q.C.*, and *McCall. SOLICITORS, G. S. Warmington, for D. R. Evans, Newport, Monmouthshire; Gregory, Rowcliffe, & Co., for Cooper & Sons, Manchester.*

BANKRUPTCY CASES.

BANKRUPTCY—DECEASED INSOLVENT—POWER TO EXAMINE WITNESSES.—In the case of *Ex parte Hewitt, In re Hewitt*, which came before a Divisional Court of the Queen's Bench Division in Bankruptcy on the 19th inst., an important question was decided as to the power of the court to order the examination of witnesses, under section 27 of the Bankruptcy Act, 1883, for purposes of discovery of property in the administration of the estate of a deceased insolvent under the provisions of section 125. An order had been made in bankruptcy for the administration of the estate of the deceased under the latter section. The official receiver obtained an order from the county court judge, under rule 58 and section 27, for the examination of the widow and son of the deceased. One of these attended and refused to be examined; the other witness did not attend, and an order of committal was made against both. This was an appeal from that order and the matter was treated as a test case. It was argued that, in addition to the powers under the Bankruptcy Act, the court could order the examination of the witnesses under ord. 37, r. 5, of the Rules of the Supreme Court. The court (CAVE and WILLS, JJ.) held that the power under the Judicature Acts to examine witnesses only existed where some litigation was in progress. Neither did rule 58 of the Bankruptcy Rules give to the court any such power as was sought here (see the observations of Jessel, M.R., in *Warner v. Morris*, 29 W. R. 201, L. R. 16 Ch. D. 101, and *Ex parte Willey, In re Wright*, 31 W. R. 553, L. R. 23 Ch. D., p. 118). Section 27 did not apply to section 125 of the Act at all. The order of the county court judge must be discharged.—COUNSEL, *H. Reed; Muir Mackenzie. SOLICITORS, Jacques, Layton, & Jacques; Solicitor to the Board of Trade.*

TRUSTEE IN BANKRUPTCY—RIGHT TO EXERCISE POWER OF APPOINTMENT VESTED IN BANKRUPT—DEATH OF BANKRUPT—BANKRUPTCY ACT, 1869, s. 15 (4)—BANKRUPTCY ACT, 1883, s. 44.—In a case of *In re Nickells*, before Pearson, J., on the 14th inst., there was a question as to the right of the trustee in a bankruptcy to exercise, after the death of the bankrupt, a general order of appointment vested in the bankrupt. Section 15 (4) of the Bankruptcy Act, 1869, provides that the property of the bankrupt divisible among his creditors shall comprise (*inter alia*) "the capacity to exercise, and to take proceedings for exercising, all such powers in, over, or in respect of property as might have been exercised by the bankrupt for his own benefit at the commencement of his bankruptcy, or during its continuance, except the right of nomination to a vacant ecclesiastical benefice." The provisions of sub-section (ii) of section 44 of the Bankruptcy Act, 1883, are in substance the same. In the present case the bankruptcy proceedings were commenced under the Bankruptcy Act, 1869. Under a settlement executed on the marriage of the bankrupt he had, subject to life estates limited to his wife and himself, in default of issue of the marriage, a general power of appointment of the settled property. The bankrupt having died, and there never having been any issue of the marriage, the trustee entered into a contract to sell the property, and purported to make a title to it by an exercise of the power of appointment. The purchaser objected that, the bankrupt being dead, the power was at an end, and the trustee could not exercise it. PEARSON, J., held that this was a valid objection. He was of opinion that all which section 15 conferred on the trustee was the capacity to exercise the power in the same way and to the same extent as the bankrupt himself could have done, and in no other. Suppose the power was to be exercised by the bankrupt with the consent of a third party, surely the trustee could not exercise it without that consent, or, if the power was vested in the bankrupt only for a limited time, the trustee could not exercise it after that time had expired. In the present case, so far as the bankrupt was concerned, the power was at an end, and the trustee could not exercise a non-existing power.—COUNSEL, *J. G. Wood; E. Beaumont. SOLICITORS, Harvey & Cope; Bell, Brodrick, & Gray.*

COMPOSITION OR SCHEME—REFUSAL OF APPROVAL OF COURT—EVIDENCE OF FACTS JUSTIFYING REFUSAL, QUALIFICATION, OR SUSPENSION OF DISCHARGE—REPORT OF OFFICIAL RECEIVER—BANKRUPTCY ACT, 1883, ss. 18 (3), (6),

23, (2), (3), (4).—In a case of *Ex parte Campbell*, before the Court of Appeal, No. 1, on the 8th inst., there was a question as to the evidence by which the court is to be satisfied, under sub-section 6 of section 18 of the Bankruptcy Act, 1883, that there are facts which would justify the refusal, qualification, or suspension of a debtor's discharge. Section 28 provides that, on the hearing of a bankrupt's application for an order of discharge, "the court shall take into consideration the report of the official receiver as to the bankrupt's conduct and affairs," and that the court "shall, on proof of any of the facts hereinafter mentioned, either refuse the order or suspend the operation of the order for a specified time, or grant an order of discharge subject to such conditions as aforesaid." The facts referred to are mentioned in sub-section 3; and, by sub-section 4, "for the purposes of this section, the report of the official receiver shall be *prima facie* evidence of the statements therein contained." By section 18 power is given to the creditors to accept a composition or scheme of arrangement proposed by the debtor, subject to the approval of the court. By sub-section 5, "the court shall, before approving a composition or scheme, hear a report from the official receiver as to the terms of the composition or scheme, and as to the conduct of the debtor, and any objections which may be made by or on behalf of any creditor." By sub-section 6, "if the court is of opinion that the terms of the composition or scheme are not reasonable, or are not calculated to benefit the general body of creditors, or in any case in which the court is required under this Act, where the debtor is adjudged bankrupt, to refuse his discharge, the court shall, or, if any such facts are proved as would, under this Act, justify the court in refusing, qualifying, or suspending the debtor's discharge, the court may, in its discretion, refuse to approve the composition or scheme." In the present case the debtor's statement of affairs showed that he had practically no assets for the payment of his unsecured creditors, and the creditors, under section 18, resolved to accept a composition of 1s. in the pound, for the payment of which security was to be given. No creditor opposed the approval of the composition by the court. The official receiver reported that it would be for the pecuniary benefit of the general body of creditors, but he also reported facts which would, in the case of a bankruptcy, have justified the court in refusing, qualifying, or suspending his discharge—viz., that he had not kept proper books of account; that he had brought on his insolvency by unjustifiable extravagance in living; and that he had on a previous occasion been adjudged bankrupt. The official receiver, therefore, submitted to the court that the composition ought not to be approved. The debtor adduced no evidence to explain the allegations thus made against him, and the registrar refused to approve of the composition. On the appeal, which was brought by the creditors, it was urged that, inasmuch as by section 28 the report of the official receiver is made *prima facie* evidence of the statements therein contained only "for the purposes of this section," and section 18 contains no similar provision, the court ought not to refuse to approve of a composition or scheme under section 18 when there is no evidence but the report of the official receiver that the debtor has committed any of the acts mentioned in sub-section 3 of section 28. The court (BARTT, M.R., and BAGGALLAY and BOWEN, L.J.J.) refused to accede to this argument, holding that the official receiver's report is, under section 18, *prima facie* evidence of the facts mentioned in sub-section 3 of section 28, just as it is under section 28 itself. BARTT, M.R., said that it would require a very strong case to induce the Court of Appeal to overrule the exercise of the registrar's discretion under section 18, and the report of the official receiver being, by section 28, made, for the purposes of that section, *prima facie* evidence of the statements contained in it, his lordship thought that whatever mode of proof of the facts mentioned in sub-section 3 of section 28 was sufficient under that section was equally sufficient under section 18. Consequently, the official receiver's report was *prima facie* evidence. The court ought not to set aside the registrar's decision merely because the creditors wished it. The Bankruptcy Act of 1883 was intended to prevent this facility on the part of creditors. If the court listened to such an argument, it would be frittering away the Act. It was not generosity on the part of creditors which led them to do this; it was mere laziness. If they thought a debt was bad, they would rather write it off than take any trouble about the debtor's estate. The wish of the creditors was no argument at all. The registrar was entitled to form his own judgment, and to protect the lazy creditors against themselves. BAGGALLAY and BOWEN, L.J.J., concurred.

—COUNSEL, Herbert Reed; Sidney Woolf; Arnold White. SOLICITORS, W. Bayot Harte; W. W. Aldridge.

MANCHESTER COUNTY COURT.

(Before Judge J. A. RUSSELL, Q.C.)

May 15.—*Ex parte The Manchester and Salford Bank, Limited; Re Heugh, Balfour, & Co., Separate Estate of John Heugh.*

This was a motion, under the Bankruptcy Act, 1869, by the Manchester and Salford Bank, Limited, by way of appeal against the decision of the trustee rejecting a proof of debt presented on behalf of the bank against the separate estate of John Heugh for the sum of £7,398 8s. 11d., after giving credit for dividends received from the joint estate, for the proceeds of certain securities realized, and for the estimated value of other securities not yet realized.

The firm of Heugh, Balfour, & Co. carried on business as merchants in London and Manchester, and consisted of three persons, of whom John Heugh was the senior partner. By an agreement bearing date August 21, 1875, between John Heugh of the one part, and the bank of the other part, it was recited that John Heugh was the owner in fee of certain farms, messuages, and premises therein mentioned, and that he was a partner in the firm of Heugh, Balfour, & Co., which firm was indebted to

the bank, and for the purpose of securing the same debt, and all other moneys which might become due from the firm to the bank, not exceeding £50,000, he had some time previously deposited with the bank the deeds and documents relating to the before-mentioned properties, and agreed to charge the same as thereafter mentioned. The agreement then contained a declaration by John Heugh, charging the deeds and properties with the due payment of all sums of money then or thereafter to become due from the firm to the bank, "not exceeding in the whole amount of principal moneys intended to be secured by virtue of these presents and the pledge and charge aforesaid, the sum of £50,000," with costs and interest. The agreement also contained a promise and undertaking on the part of John Heugh "that he, the said John Heugh, his heirs, executors, or administrators, will, when thereunto required by the said bank, but at the expense in all things of the said John Heugh, his executors, administrators, or assigns, or of the said firm, execute and deliver to the said bank, or to such person or persons as they may appoint for that purpose, a valid and effectual mortgage of the said hereditaments and premises, in which mortgage shall be contained all such covenants, clauses, powers of sale and realization, and other powers and stipulations as are usually inserted in mortgages of a like nature, and in which said mortgage the said John Heugh shall procure the concurrence of all necessary parties." There were other provisions in the agreement, which, however, were not material to the question before the court.

All the partners in the firm of Heugh, Balfour, & Co. were adjudged bankrupts on the 5th of December, 1878, and at that time the bank were creditors for a balance of £42,461 17s. 9d., for which amount a proof of debt was admitted against the joint estate, and the dividends declared in that estate had been paid thereon to the bank. The bank had also realized a portion of the properties comprised in the agreement, and the remainder they valued at £24,000, leaving the balance of £7,398 8s. 11d. before mentioned, for which they claimed to prove on the separate estate of John Heugh.

Tates, for the bank, contended that, by virtue of the undertaking to give a legal mortgage, and the rule in equity that what is agreed to be done must be considered as done, the bank must be considered to be in the same position as if they had obtained a legal mortgage containing the usual covenants, which would include a separate covenant by Heugh to pay the debt of the firm (*Ex parte Craven, ante*, p. 238).

S. Taylor, for the trustee, was not called upon.

His Honour held that, under the terms of the agreement, it was a condition precedent to the bank's right to obtain a legal mortgage that a previous request therefor should have been made, but, as the bank had never required a mortgage, as they were entitled to do, the rule in equity did not apply. The agreement itself imposed no personal liability until the mortgage was executed. There was no doubt that, if a mortgage had been executed, it would have contained a covenant to pay, and, if the bank had been wise, they would have made a proper request for a mortgage, which would have given a power of sale and other powers which did not exist under the agreement. There would also have been a personal covenant on the part of Mr. Heugh to pay the money, which the agreement did not contain. The object of the mortgage would be to perfect the security, which, in its present shape, was limited.

Tates.—I submit that in any document, wherever there is an acknowledgment of debt, it imports a promise to pay.

His Honour.—That depends upon the kind of document. Every document must be dealt with in its own terms. This document contains, according to my judgment, no obligation to pay. You might have made it effectual, no doubt, but, that request not having been made, there is no personal obligation. If you give a simple acknowledgment of debt, that is followed in the usual way, but this acknowledgment is not a simple one at all.

Tates.—It says that this overdraft is to be secured by "these presents," plus the property in charge. Now, the only way in which they can secure it is by a personal promise to pay.

His Honour.—No. There is first of all a pledge of these documents with all rights arising thereunder. There is then a covenant, which entitles one party to turn this, a mere pledge, into a legal mortgage, and the result would have been at once, on a request being made, to turn it into a mortgage. But that request has not been made, and, therefore, the matter now stands upon this document, and upon this document only. The security contemplated by the parties has never been brought into existence. I am of opinion it is nothing more nor less than a pledge of this property for the purpose of securing a certain debt, there being no personal obligation cast on Mr. Heugh at all.

Motion dismissed, with costs.

Solicitor for the bank, William Orford.

Solicitors for the trustee, Hale, Seddon, Hilton, & Lord.

COUNTY COURTS.

STROUD.

(Before Judge SUMNER.)

May 13.—*Warman v. Tanner.*

This was an action brought by Mr. William Warman, solicitor, Stroud, to recover £7 6s. for his expenses and loss of time in attending as a witness in a case in which the defendant prosecuted his son for making a false declaration. It was heard at the last court, when judgment was reserved.

The Plaintiff appeared in person, and

Mr. F. J. Green, of Gloucester, represented the defendant.

all other exceeding the debts and agreed when counter-properties become amount of debts and costs and taking on is heirs, *id. d.* *bank.* *ecutors,* *or to the* *for th* *ents and* *venants,* *ulations,* *which said* *1 necess-* *which,*
judged
ak were
of debt
in that
alized a
before
of John
king to
d to be
ing the
ugh to

was a
e that
ak had
equity
y until
ge had
if the
mori-
which
rsoual
ement
ct the

know-

Every
tains,
made
is no
, that
one
nts,"
secure

ments
which
, and
urn it
fore,
only.
into
ge of
g no

His Honour now delivered the following judgment:—In this case the plaintiff sued the defendant for expenses and loss of time incurred by him in attending as a witness at the assizes at Gloucester in a case in which the defendant prosecuted his son for making a false declaration under the Marriage Act, 1836, whereby he incurred the penalties of perjury. It appeared that the proceedings were instituted by the defendant on his own authority. The plaintiff attended as a witness before the magistrates at the request of a firm of solicitors, who undertook to pay his costs for so doing, and paid them, but afterwards took no part in the prosecution. The magistrates bound over the prosecutor and witnesses, including the plaintiff, to appear at the assizes. They attended accordingly, but the judge refused to allow the costs, on the ground that he had no power to do so. The question is whether the plaintiff can, under the circumstances, sue the prosecutor for his costs. There was no evidence of an express promise to pay them. Was there an implied promise? It was admitted by Mr. Green, who appeared for the defendant, that if the plaintiff had attended as a witness in a civil action he could have recovered his expenses from the party by whom he was subpoenaed, but it was argued that no such right accrued in a criminal case. On the other hand, Mr. Warman contended that the case on which he was called as a witness, though nominally a criminal prosecution, was in reality a private proceeding, in which, the court having no power to order costs to be paid, the prosecutor himself was liable to the witnesses. I should be glad if I could take this view, for it is difficult to see that the prosecutor instituted the proceedings in the interest of public justice and not from private motives. What then appears to be the law? Formerly there was no power to order remuneration to witnesses in a criminal prosecution, or even expenses out of pocket, and the absence of this power was frequently complained of by judges and others. The theory was that in criminal cases a witness was bound to attend on public grounds, and, therefore, at his own expense; but this did not apply to civil cases (see *per* Parke, B., in *Pell v. Daubney*, 5 Ex. 955). Then by statute 7 Geo. 4, c. 62, repealing several earlier Acts, the court was, by section 22, empowered to order payment of expenses and compensation to the prosecutor and witnesses in cases of felony; and by section 23 the same power is given in certain cases of misdemeanor. What is there, then, to show that in cases which do not come within the provisions of this statute—as the prosecution in question—the prosecutor is liable for the costs of witnesses, unless he specially contracts to pay them? Clearly, prosecutors were not so liable at common law; and how can the passing of an Act applying to some misdemeanors affect a prosecution for misdemeanors to which the Act does not apply? What implied contract is there which would not formerly have existed in all prosecutions? In civil cases a contract is implied from the service of the *subpoena*, but the contract is with the party to the record, not with the person serving the *subpoena*, and, in a criminal case, the prosecutor is not a party to the record at all, and the witnesses are bound by their recognizances to appear as much as the prosecutor himself. It may be said that there is great hardship in compelling a witness to appear at his own expense in a case in which, except as member of the public, he has no sort of interest. As to this, I say, first, hardship is no answer. Hard cases notoriously make bad law—that is to say, bad law is made by an attempt to prevent what seems a hardship entailed by the application of the law to a particular case. But, secondly, I do not think the hardship really exists, for I question whether, if the matter had been represented to the committing magistrates, they would have bound over the witnesses to appear unless the prosecutor had undertaken to compensate them. There is not the slightest doubt that such an undertaking would have been perfectly legal and might have been enforced. Upon general principles, therefore, and in the absence of any authority in support of this action, I am of opinion that it cannot be maintained. I think, however, that I need not, under the circumstances, give the defendant his costs against the plaintiff. There will be judgment for the defendant, without costs.

SOCIETIES.

LAW ASSOCIATION.

At the annual general court of the Law Association, held at the Law Institution on the 21st inst., Mr. John Boodle, vice-president, in the chair, the following report was read:—

1. The directors have the pleasure of submitting to the members of the Law Association a report of their proceedings and the accounts for the last twelve months.

2. The directors have considered thirty-one cases of the primary class, and have distributed amongst them the aggregate sum of £1,276 10s.

3. They have also considered numerous applications of the secondary or non-members' class, which have come before them, and they have distributed the sum of £100 placed at their disposal amongst twelve cases, and recommend to the general court that a like sum be placed at their disposal for distribution amongst the cases of non-members for the ensuing year.

4. The directors have the pleasure to report that they have received towards the funds of the association a legacy of £52 10s. from Thomas Browning, Esq., a deceased member; and £5 9s. 2d. the balance of a legacy of £500 from Miss Hurst; and a donation of £21 from Edward Walmsley, Esq., a member; £1 1s. from A. H. Wansey, Esq.; and of £19 18s. 3d. from "Wocha," per Messrs. Munns & Longden.

5. The several investments now belonging to the association amount to £36,283 14s. 1d.

6. The dividends received during the past year from these investments amounted to £1,237 5s. 9d., and with £346 10s., the amount received for the like period in respect of annual subscriptions, and £47 5s. on account of life subscriptions, and £99 18s. 5d. legacies and donations, make the total income of the association derivable from these sources £1,730 19s. 2d. for the year.

7. The directors have to report with deep regret the deaths during the past year of the following members of the association:—Mr. Edward Tylee, the vice-president; Mr. George Burges and Mr. George Lewis Parkin, two of your directors, who took an active and warm interest in the welfare of the association; Mr. Thomas H. Merriman, John Nicholas Mason, John William Proundfoot, John Symonds Bockett, George Cardale, Thomas Wright Nelson, Charles John Bloxam, Thomas Browning, James Burchell, John Arch. Stuart, Alfred Bell, John Henry Hill, George Henry Ellis, and Henry Simpson.

8. The directors are sorry to state that only four members have joined the association during the past year, and feel that it only needs a little personal effort on the part of individual members in explaining the objects of the association, and in inviting professional friends to become subscribers, to obtain a large addition to the list of members, and thus enable the directors to make larger grants to the numerous applicants for assistance.

9. By the regulations of the association, the president, vice-president, treasurers, directors, and auditors for the ensuing year are to be elected at the present meeting.

10. In conclusion, the directors cannot but feel that the proceedings of past years are well calculated to impress on the minds of the supporters of the association a strong feeling in favour of its continued usefulness, and the only reward they desire for their exertions in this charitable work is the approbation of the members at large, and general activity and zeal in promoting the interests of this truly benevolent metropolitan association.

CAMBRIDGESHIRE LAW SOCIETY.

The annual meeting of the Cambridgeshire Law Society was held at the Lion Hotel, Cambridge, on the 19th inst. Mr. Ephraim Wayman was elected president for the ensuing year, and the following resolution was passed:—"That this society has observed with regret a tendency on the part of some members of the judicial bench to indulge in observations derogatory to the professional character of solicitors as a class, and, whilst entertaining the utmost respect for the judicial office, feels itself obliged to declare that such observations are unwarrantable, and calculated to impair the relations of mutual respect and confidence which should exist between judges and solicitors."

OBITUARY.

MR. CHARLES NORRIS WILDE.

Mr. Charles Norris Wilde, solicitor, of 21, College-hill, died at Hookwood, Lympsfield, on the 18th inst., aged seventy-two. Mr. Wilde was the eldest son of Mr. Edward Archer Wilde, solicitor, and was born in 1812. He was an elder brother of Lord Penzance, and nephew of the first Lord Truro. He was articled to his father, and was admitted a solicitor in 1835, when he became a member of the firm of Wilde, Rees, Humphrey, & Wilde. He was more recently head of the firm of Wilde, Berger, & Moore, but he had, to a considerable extent, withdrawn from active practice. His office was one of the largest in the City of London. His firm were formerly solicitors to the South-Eastern Railway Company, and he had also acted for the National Provincial Bank of England, and for other public bodies. Mr. Wilde was deputy-chairman of the National Revolutionary Investment Company, and a director of the Law Life Assurance Society, and the Law Fire Insurance Society. He also held, for many years, the office of Registrar in Lunacy. He was married in 1837 to his cousin, the Hon. Emily Thomasine Wilde, daughter of the first Lord Truro, and he leaves two sons and one daughter.

MR. THOMAS EVERARD UPTON.

Mr. Thomas Everard Upton, solicitor (of the firm of Upton & Armitage), of Leeds, died on the 5th inst., in his eighty-sixth year. Mr. Upton was born in 1799. He was admitted a solicitor in 1821, and for over sixty years he had conducted an extensive practice at Leeds, where he was the oldest practising member of the legal profession. He was originally in partnership with the late Mr. Clapham, and he subsequently practised for many years alone, but more recently he was associated with Mr. Arthur Armitage. Mr. Upton was for a long time an officer in the Yorkshire Yeomanry Hussars, and in 1854 he resigned his commission as captain, after thirty-six years' service.

MR. WILLIAM SCROPE AYRTON.

Mr. William Scrope Ayrton, barrister, many years a commissioner of bankruptcy, died at his residence, Cliffside, Saltburn-by-the-Sea, on the 3rd inst., at the age of eighty-one. Mr. Ayrton was the eldest son of Mr. William Ayrton, and was born in 1803. He was called to the bar at the Middle Temple in Michaelmas Term, 1820, and for many years he was one of the commissioners of the district court of bankruptcy at Leeds, but he

retired from judicial life on the abolition of that office under the Bankruptcy Act, 1869. Mr. Ayrton was a magistrate for the North Riding of Yorkshire. He was married in 1847 to the daughter of Mr. Thomas Alsager.

MR. HENRY HALFORD VAUGHAN.

Mr. Henry Halford Vaughan, barrister, clerk of assize on the South Wales Circuit, died at his residence, Upton Castle, Pembrokeshire on the 21st ult. Mr. Vaughan was the son of the late Mr. Justice Vaughan, his mother having been a daughter of the second Lord St. John, and he was cousin to the Right Rev. Charles Vaughan, Dean of Llandaff and Master of the Temple. He was born in 1811, and was educated at Rugby under Dr. Arnold, and at Christ Church, Oxford, where he graduated first class in classics in 1833. He obtained the Chancellor's prize for an English essay in 1836, and he was afterwards elected a fellow of Oriel College. He was called to the bar at Lincoln's-inn in Easter Term, 1838, and was soon afterwards appointed by his father clerk of assize, clerk of the Crown, and associate on the South Wales and Chester Circuit, which offices he held until his death. Mr. Vaughan will be best remembered as having been, from 1848 till 1858, Regius professor of modern history in the University of Oxford, where his lectures were always well attended. He was the author of "New Readings and New Renderings of Shakespeare's Tragedies." In charging the grand jury at the Glamorganshire Assizes, last week, Mr. Justice Field alluded to the regret which he felt at the death of such an efficient clerk of assize as Mr. Vaughan.

MR. SAMUEL WISE.

Mr. Samuel Wise, solicitor and notary, died at Ripon on the 12th inst., at the age of seventy-three. Mr. Wise was born in 1812. He was admitted a solicitor in 1834, and he had practised for about half a century at Ripon. He was a notary public and a perpetual commissioner for the West and North Ridings of Yorkshire. He had been for forty-nine years clerk of the peace for the liberty of Ripon, and he was also secretary to the Bishop of Ripon, and registrar of the diocese of Ripon, and of the archdeaconry of Richmond. He was well versed in ecclesiastical law, and had a large practice among the clergy of Yorkshire. Mr. Wise was associated in partnership with his son, Mr. Francis Dickson Wise, who was admitted a solicitor in 1864, and is clerk of the peace for the liberty of Ripon.

MR. WILLIAM WHITE GOODE.

Mr. William White Goode, solicitor, of Leicester and Loughborough, died at Syton, Leicestershire, on the 6th inst., after a short illness. Mr. Goode was born in 1841. He was admitted a solicitor in 1863, and he had an extensive practice at Leicester and Loughborough. Mr. Goode held several important appointments, being clerk to the South Croxton School Board, and to the Barrow Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and superintendent registrar for the Barrow district. He held a commission as captain in the Loughborough Rifle Volunteers. His premature death is universally lamented. Mr. Goode was buried at Barkby on the 9th inst.

LEGAL APPOINTMENTS.

Mr. WILLIAM CHARLES WOODHOUSE, solicitor, of No. 5, New-square, Lincoln's-inn, has been elected Secretary to the Trustees of the Eldon Testimonial Fund, in the place of his late partner, Mr. George Lewis Parkin, deceased.

The Right Hon. JOHN NAISH, Q.C., who has been appointed Lord High Chancellor of Ireland in succession to the late Sir Edward Sullivan, is the son of Mr. Carroll Naish, of Ballycallen, Limerick. He was born in 1841, and was educated at Trinity College, Dublin, where he graduated B.A. in 1863. He was called to the bar at Dublin in 1865, and he became a Queen's Counsel in 1880. In the same year he was appointed law adviser to the Lord-Lieutenant, and he was Solicitor-General for Ireland from 1881 till 1883, when he was appointed Attorney-General, and was sworn in as a member of the Irish Privy Council. He was elected a bencher of the King's Inns in 1884.

Mr. JOHN FISH SYMONDS, solicitor, of Cambridge, has been appointed Clerk to the Staplesford School Board. Mr. Symonds is clerk to the Chesterton Board of Guardians and Assessment Committee, and superintendent registrar for the district. He was admitted a solicitor in 1877.

Mr. JOHN GENN, solicitor, of Falmouth, has been appointed Town Clerk of that borough, on the resignation of his father, Mr. William James Genn.

Mr. GEORGE ROSE-INNES, jun., solicitor (of the firm of Rose-Innes, Son, & Crick), of Billiter House, Billiter-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY FOX TOWNSEND, solicitor, of Swindon, has been appointed Clerk to the Old Swindon Local Board, in succession to his father, the late Mr. James Copleston Townsend.

Mr. HENRY KINNEIR, solicitor (of the firm of Kinneir & Tombs), of Swindon and Cricklade, has been appointed Clerk to the New Swindon Local Board, in succession to the late Mr. James Copleston Townsend. Mr.

Kinneir was admitted a solicitor in 1854, and he is clerk to the county magistrates and to the Swindon School Board. His partner, Mr. Henry Coggan Tombs, is official receiver in bankruptcy for the Swindon district.

Mr. SAMUEL WALKER, Q.C., M.P., Solicitor-General for Ireland, who succeeds Mr. Naish as Attorney-General for Ireland, is the son of Captain Alexander Walker, and was born in 1832. He was educated at Portarlington School and at Trinity College, Dublin, and he was called to the bar in Ireland in 1855. He became a Queen's Counsel in 1872, a bencher of the King's Inns in 1881, and Solicitor-General for Ireland in 1883. Mr. Walker has been M.P. for the county of Londonderry in the Liberal interest since January, 1884.

Mr. HUGH RYACINTH MACDERMOT, Q.C., who succeeds Mr. Walker as Solicitor-General for Ireland, is the eldest son of Mr. Charles Joseph MacDermot, of Coolavin, Sligo, and was born in 1834. He was called to the bar in Ireland in 1862, and he practises on the Connaught Circuit. He was created a Queen's Counsel in 1877, and he is prosecuting Crown Counsel for the city of Dublin and the county of Leitrim. He is a deputy-lieutenant for Sligo, and a magistrate for Dublin, Sligo, Mayo, and Roscommon.

Mr. CHARLES SUMNER MAINE, barrister, has been appointed by Mr. Justice Stephen to be Clerk of Assize, Clerk of the Crown, and Associate of the South Wales Circuit, in succession to the late Mr. Henry Halford Vaughan. Mr. Maine is the son of Sir Henry James Sumner Maine, K.C.S.I., Master of Trinity Hall, Cambridge. He was called to the bar at the Middle Temple in Easter Term, 1875, and he has been employed in the department of the Parliamentary Counsel. Mr. Maine recently acted as secretary to the British Judicial Reform Commission in Egypt.

Mr. STEPHEN LANCELOT MONCKTON, solicitor, of Maidstone, has been appointed Clerk to the Maidstone School Board, in succession to Mr. James Witherden Menpes, deceased. Mr. Monckton was admitted a solicitor in 1884.

DISSOLUTIONS OF PARTNERSHIPS, &c.

EDWARD TAYLOR SALT, HENRY EDWARD PARNELL, and GEORGE O'CONNOR PARNELL, solicitors, Bristol (Salt & Parnell). March 25. The business will in future be carried on by the said Edward Taylor Salt and George O'Connor Parnell alone, under the same style or firm.

[*Gazette*, May 15.]

PENDING LEGISLATION.

CUSTOMS AND INLAND REVENUE BILL.

The following is the portion of this Bill relating to the new "death duties."

PART III.

DUTIES ON ACCOUNTS AND SUCCESSIONS AND LEGACIES.

29. *Grant of duties on accounts of certain property.* Stamp duties at the like rates as are charged on affidavits and inventories by the Customs and Inland Revenue Act, 1881, shall be charged and paid on accounts delivered of property to be included therein, according to the value thereof. The property to be included in the account shall be property of the following description, viz.—

- (a.) Personal estate and effects of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, which, by reason of the local situation itself, are not included in any affidavit or inventory under the provisions of the Customs and Inland Revenue Act, 1881, and estates *pur autre vis* belonging to such person applicable by law in the same manner as personal estate.
- (b.) Real estate directed to be sold by the will of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, or held on trust for sale upon the death of any person so dying.
- (c.) Money which by the virtue of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, or by virtue of the will of a person dying before that day, upon the death of any person dying on or after that day either immediately or after any interval, or becomes charged upon or made payable out of any real estate otherwise than by way of annuity.

30. *Delivery of accounts on oath.* Every person who as executor or trustee or otherwise acquires possession of or holds any personal estate and effects or real estate directed to be sold to be included in an account according to the preceding section, and every devisee or owner of real estate charged with the payment thereof of any money to be included in such an account shall, within three calendar months after the death of the deceased, deliver to the Commissioners of Inland Revenue a full and true account, verified by oath of such property duly stamped as required by this Act. Any officer authorized by the Commissioners for the purpose may administer the oath.

31. *Amendment of 44 & 45 Vict. c. 12, s. 37, and application of provisions of that Act to accounts under this Act.* (1.) Section thirty-nine of the Customs and Inland Revenue Act, 1881, is hereby amended by the substitution of the word "three" for the word "six" in such section.

(2.) Sections forty and forty-one of the said Act, so far as the same relate to accounts delivered under that Act, shall apply to the accounts to be delivered under this part of this Act.

32. *Additional successions and further duties to be charged under 16 & 17 Vict. c. 51.*] In addition to the successions chargeable with duty under section ten of the Succession Duty Act, 1853, there shall be levied and paid to Her Majesty in respect of every succession as defined and mentioned in that Act, upon the death of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, where the successor shall be the husband or wife of the predecessor, a duty at the rate of three pounds per centum upon the value of the interest of the successor.

And in addition to the duties chargeable under such section, there shall be levied and paid to Her Majesty in respect of every succession therein referred to, upon the death of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, according to the value thereof, the following duties (that is to say):—

Where the successor shall be the lineal issue or lineal ancestor of the predecessor, a duty at the rate of two pounds per centum upon the value of the interest of the successor.

In all other cases mentioned in such section a duty at the rate of three pounds per centum upon the value of the interest of the successor.

Provided that no duty under this section shall be payable upon the interest of a successor in property included in an affidavit, inventory, or account according to the value whereof duty is payable under the Customs and Inland Revenue Act, 1881, or this Act, nor shall such duty be payable by a person in whom any reversionary property expectant on death shall be vested by alienation for value in money or money's worth, prior to the first day of May, one thousand eight hundred and eighty-five.

33. *As to charge of duty upon certain interests enjoyed in succession.*] Where by means of any disposition personal property is so settled that it, or the income thereof, is to be enjoyed upon the death of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, by the husband or wife of the predecessor during his or her life, or for any other limited interest, and subject thereto by any lineal issue or lineal ancestor of the predecessor for an absolute interest, the duty of three pounds per centum upon the value of the property shall be immediately charged upon and paid out of such property; and by the payment of such duty any claim to duty under the Succession Duty Act, 1853, and this Act, upon the succession of the said lineal issue or ancestor, shall be deemed to have been duly satisfied and discharged.

34. *Duty on absolute interest of succession in real property to be upon principal value.*] (1.) Where a successor upon the death of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, is entitled to real property for an estate in fee simple or in tail, or is entitled thereto for life, and competent to dispose of a continuing interest therein, the duty in respect of his succession shall be assessed upon the principal value of such property. Such principal value, where the interest of the successor would have been considered as an annuity, and dealt with under the provisions of section twenty-one of the Succession Duty Act, 1853, if this Act had not been passed, shall not exceed the highest value in Table III. in the Schedule to such Act of an annuity equal to the annual value of such property, after making such allowances as are directed by the said Act.

(2.) The duty shall be payable by four yearly instalments, the first of such instalments to be paid at the expiration of twelve months next after the successor shall have become entitled to the beneficial enjoyment of the real property in respect whereof the same shall be payable, and the three following instalments at yearly intervals, to be computed from the day on which the first instalment shall have become due.

(3.) If the successor shall die before the instalments shall have been fully paid, the instalments unpaid at his death shall be a continuing charge upon such property in exoneration of the successor's other property, and shall be payable by the owner for the time being of such property.

35. *Additional legacies and further duties to be charged under 55 Geo. 3, c. 184.*] In addition to the legacies chargeable with duty under the Act of the fifty-fifth year of King George the Third, chapter one hundred and eighty-four, there shall be levied and paid to Her Majesty in respect of every legacy by the will of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, charged upon or made payable out of any real estate, and given by way of annuity to or for the benefit of the husband or wife of the deceased, a duty at the rate of three pounds per centum on the value thereof.

And in addition to the duties chargeable under the said Act and specified in the schedule thereto, there shall be levied and paid to Her Majesty in respect of every legacy charged upon or made payable out of any real estate, and given by way of annuity by the will of any person dying on or after the first day of May, one thousand eight hundred and eighty-five, or by the will of a person dying before that day upon the death of any person dying on or after that day, either immediately or after any interval, the following duties; (that is to say),

Where the same is given to or for the benefit of any lineal issue or lineal ancestor of the testator, a duty at the rate of two pounds per centum on the value thereof.

In all other cases specified in the said schedule a duty at the rate of three pounds per centum on the value thereof.

On the personal application of Mr. Adams, on Thursday last, the Court of Appeal, No. 1, fixed Thursday, the 4th of June, for the hearing of the case of *Adams v. Coleridge*.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 15.—*Bills Read a Second Time.*

PRIVATE BILLS.—Lydd Railway; East and West India Dock Company; Liverpool and Birkenhead Subway; North Metropolitan Tramways. Parliamentary Elections (Redistribution).

Bills in Committee.

Barristers Admission (Ireland).

Metropolitan Streets Act (1867) Extension.

Bills Read a Third Time.

PRIVATE BILL.—Hull (Drypool) Bridge and Improvement. Highways.

May 18.—Bills Read a Second Time.

PRIVATE BILL.—Ramsden Estate. Registration (Occupation Voters).

Bills Read a Third Time.

PRIVATE BILLS.—Hartlepool Headland Protection; Selby Dam Drainage North London Railway. Consolidated Fund (No. 3).

May 19.—Bills Read a Second Time.

PRIVATE BILLS.—Earl De La Warr's Estate; Leeds Coloured Cloth Hall Estate; Didcot, Newbury, and Southampton Railway. Arbitration.

Local Authorities (Expenses of Conferences).

Bills in Committee.

Consolidated Fund (No. 3).

Registration (Occupation Voters).

Lunacy Acts Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—East and West India Dock Companies; North Cornwall Railway. Barristers Admission (Ireland).

Metropolitan Streets Act (1867) Extension.

HOUSE OF COMMONS.

May 14.—*Bills Read a Third Time.*

PRIVATE BILLS.—Oxford Corporation Water; Great Northern Railway (Various Powers); Lancashire and Yorkshire Railway; Lincoln Corporation Gas Purchase; London and South-Western Railway (Various Powers); Whitehaven Town and Harbour. East India Unclaimed Stocks.

May 15.—Bills Read a Third Time.

PRIVATE BILLS.—Cathcart District Railway; Hull, Barnsley, and West Riding Junction Railway and Dock.

May 18.—Bills Read a Second Time.

PRIVATE BILLS.—Colne Valley and Halstead Railway; Longton Corporation; Manchester, Bury, Rochdale, and Oldham Steam Tramways.

May 19.—Bills Read a Third Time.

PRIVATE BILLS.—Bexhill Water and Gas; Glyn Valley Tramway; Hallam Water; London Riverside Flat Market (Extension of Time); St. Helen's and Wigan Junctions Railway; Barrington's Hospital; North Wales Narrow Gauge Railways (Extensions), &c.

LEGAL NEWS.

The *Times* says that an action of some importance to solicitors was recently heard in the Warwick County Court. A plaintiff sued a firm of solicitors to recover £13, costs alleged to have been incurred by the defendants' negligence in getting up a case heard at the same court in July of last year. The allegation of negligence was that, whereas one member of the firm undertook the case, he, at the last moment, and without any intimation to plaintiff, handed it over to another member of the firm, through whose want of familiarity with the facts plaintiff was nonsuited. The latter member of the firm having stated in his defence that he acted as advocate for the firm, his Honour (Sir Richard Harrington) said that he never allowed that sort of thing in his courts. It was a most reprehensible practice, and he wished there was some penalty for it. Such a system was unjust to the client and unfair to the bar. It was much better that gentlemen who had entered as solicitors should keep to their own duties instead of undertaking those which should be properly discharged by counsel. Judgment was given for plaintiff for a sum to be named by the judge at the next court.

No changes in the law are proposed by Lord Bramwell's Bill on Arbitration, but it is stated to be intended by those at whose instance the Bill has been prepared to propose certain changes in Committee. For instance—(1) to abridge the power of revoking submissions, which to some extent still exists; (2) to supply various omissions in the Common Law Procedure Act; (3) to simplify the procedure as to attachment and the enforcement of awards generally; (4) to alter certain obscure rules of the Supreme Court; (5) to lay down a common form of submission which is in accordance with the general understanding of men of business and parties to arbitration—this form to be implied in all references, unless the contrary is expressed; (6) to extend to the Crown the useful provisions introduced by the Common Law Procedure Act; (7) to enable an arbitrator to make a mere clerical

error without the necessity of an application to the court; (8) to enable an arbitrator to procure the attendance of witnesses out of the jurisdiction of the High Court; (9) to assimilate the English and Scotch laws of arbitration; and (10) to simplify the law as to costs.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTARS IN ATTENDANCE ON			
DATE.	APPEAL COURT	APPEAL COURT	V. C. BACON.
Wednesday, May 27	Mr. Beal	Mr. Koe	Mr. Justice KAY.
Thursday, 28		Clowes	Mr. Pemberton Ward
Friday, 29	King	Koe	Mr. Pemberton Ward
Saturday, 30	Farrer	Clowes	Mr. Pemberton Ward
Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.	
Wednesday, May 27	Mr. Carrington	Beal	Mr. Farrer
Thursday, 28	Jackson	King	Mr. Farrer
Friday, 29	Carrington	Farrer	King
Saturday, 30	Jackson	Beal	King

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

PATENT NON-EXPLOSIVE BOILER COMPANY, LIMITED.—Chitty, J., has fixed Thursday, May 28 at 12, at his chambers, for the appointment of an official liquidator

[Gazette, May 15.]

ABERDALE MERTHYR STEAM COAL COLLIERY COMPANY, LIMITED.—By an order made by Chitty, J., dated May 9, it was ordered that the voluntary winding up of the company be continued. Norton and Co., Coleman st, solicitors for the petitioners

ADDLESTONE LINOLEUM COMPANY, LIMITED.—By an order made by Bacon, V.C., dated May 9, it was ordered that the company be wound up. Trinders and Rorer, Cornhill, solicitors for the petitioners

UNITED SECURITY SOCIETY, LIMITED.—By an order made by Kay, J., dated May 8, it was ordered that the society be wound up. White and Co., solicitors for the petitioners

[Gazette, May 19.]

UNLIMITED IN CHANCERY.

SCARAMANGA AND COMPANY.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Pitch Kemp, 8, Walbrook. Wednesday, July 8 at 12, is appointed for hearing and adjudicating upon the debts and claims

[Gazette, May 15.]

FOURTH SAINT MARTIN'S MUTUAL BENEFIT BUILDING SOCIETY.—By an order made by Chitty, J., dated May 11, it was ordered that the society be wound up. Alsop and Co., Gt Marlborough st, solicitors for the petitioners

[Gazette, May 19.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FLORENCE MILL COMPANY, LIMITED.—Petition for winding up, presented May 18, directed to be heard before the Vice-Chancellor, at St George's Hall, Liverpool, on Monday, June 8. Morris and Draper, Liverpool, agents for Brook, Warrington, solicitor for the petitioners

8. CHALKTON AND COMPANY, LIMITED.—The Vice-Chancellor has by an order, dated April 16, appointed Stanley Pearson, 20, Booth st, Manchester, to be official liquidator

[Gazette, May 19.]

FRIENDLY SOCIETIES DISSOLVED.

FAIRFIELD FRIENDLY SOCIETY. Old Sunday School, Kirkburton, York. May 12
ST GILES AND ST GEORGE, BLOOMSBURY, WORKING MEN'S BENEFIT CLUB. National Schools, Bury st, Bloomsbury. May 13

[Gazette, May 15.]

LLEWISY SOCIETY. British School, Llanllyfniwy, Carnarvon. May 1

LOYAL UNION SOCIETY. Ormsdale, Stafford. May 15

RELIGIOUS BENEFIT SOCIETY. Kingsworthy Schoolroom, Kingsworthy, Hants. May 13

RHIW SIR DAVID PHILANTHROPIC SOCIETY. Black Horse Inn, Rhiw Sir David, Monmouth. May 15

ROSE, OF ENGLAND FRIENDLY SOCIETY. Cottage Spring Inn, Dudley Wood, Worcester. May 13

TARPORLEY TRADESMEN'S BENEVOLENT SOCIETY. Townhall, Tarporley, Chester

May 15

[Gazette, May 19.]

SUSPENDED FOR THREE MONTHS.

PRINCE OF WALES FRIENDLY SOCIETY. Bell Inn, Ruardean, Mitcheldean, Gloucester. May 13

[Gazette, May 15.]

TRENTNAM FRIENDLY SOCIETY. Bull's Head Inn, Hanford, Stoke on Trent, Stafford. May 15

[Gazette, May 17.]

An extraordinary general meeting of the Equity and Law Life Assurance Society was held on Tuesday at the society's house, No. 18, Lincoln's-inn-fields. The sum to be divided as bonus was stated at £229,225, out of a total surplus of £429,148, giving a dividend of £1 2s. per share for the ensuing five years to the shareholders, and a larger bonus than the last to the policyholders. The severest methods and tables had, it was said, been adopted in valuing the society's liabilities.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BROWN, DATHAN, Warwick, Fellingham. May 22. Brown v Wamsley, Chitty, J. Maude, Arundel st, Victoria Embankment
SMITH, AUGUSTUS ALBERT, Hampton Wick, Esq. June 1. Gideon v Bobby, Kay, J. Inderwick, Bedford row

[Gazette, May 5.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

AYLWARD, PETER WHITE, Sunbury, Gent. June 18. Hood, Fleet st
BAKER, WILLIAM DANBY, Kennington rd, Outfitter. June 3. Cole and Son, Church ct, Clement's lane
BLAIR, JOHN HUNTER, St James's st, Esq. June 24. Cooper and Co, Bedford row
BOLTON, EDWARD, Ashford, Staines, Retired Butcher. June 18. Hood, Fleet st
BOOTH, ARTHUR, Fulfin, near Lichfield, Stafford, Farmer. June 24. Hinckley and Co, Lichfield

BOWER, HAROLD ELYOTT, Paris, Esq. June 10. Sewell, Paris

BOXELL, THOMAS, Brighton, Watchmaker. June 30. Stevens and Son, Brighton

CATTERALL, JOHN, Leyland, Lancaster, Gent. June 1. Ascroft, Preston

CLUCAS, MARTHA, Whitehaven, Cumberland. June 1. Brockbank and Co, Whitehaven

COLLINGWOOD, CAROLINE ELIZABETH, Regina rd, Holloway. June 20. Crump and Son, Philpot lane

FISH, JAMES, Brighton, Grocer. June 30. Stevens and Son, Brighton

HUDDART, GEORGE AUGUSTUS, Brynhir, Carnarvon, Esq. June 13. Sandilands and Co, Fenchurch avenue

JEFFOCK, WILLIAM, Dunmoyle Lodge, nr Omagh, Tyrone, Ireland, Esq. July 1. Wake and Co, Sheffield

KING, CHARLES BAYLY, Birmingham, Solicitor. June 6. Smith, Birmingham

LEWIS, WILLIAM HENRY, Salisbury Hotel, Fleet st, Gent. June 6. Hyde and Co, Ely pl

LLOYD, RICHARD, Salisbury, Wilts, Gent. June 15. Lee and Powning, Salisbury

LLOYD, RICHARD, sen, Llanllwchydarn, Montgomery, Gent. June 20. Woosnam, Newtown

MANNARD, HENRY PAYNE, Merstham, Surrey, Grocer. June 24. Morrison, Roigate

MIDDLETON, GEORGE, Crofton, nr Wakefield, Farmer. June 1. Horner and Edmonson, Wakefield

PARRY, CHARLES, Greenhill, Harrow, Esq. June 30. Gray, Edgware rd

PARSONS, FRANCIS, Hornsey, Esq. June 24. Blagg and Edwards, St Albans

REID, SAM'LL ANN, Wellington rd, Stoke Newtoning rd. May 28. Parker, Stow on the Wold

STOLE, JOHN, Longton, Stafford, Manufacturer. June 24. Keary and Marshall, Stoke upon Trent

TOMKINSON, WILLIAM, Newcastle under Lyme, Gent. June 24. Keary and Marshall, Stoke upon Trent

[Gazette, May 8.]

ADAMS, JOHN, Manchester, Licensed Victualler. June 13. Sutton and Elliott, Manchester

ALDRIDGE, FANNY, Weston super Mare. June 24. Smith and Son, Weston super Mare

ANSELL, JOHN CHRISTOPHER, Canterbury Mews, Maida Vale, Omnibus Proprietor. June 8. May, Southampton st, Strand

BALFOUR, GEORGE BEAL, Halifax, Card Manufacturer. June 17. Wavell and Co, Ha'ifax

BARBOUR, ROBERT, Bolesworth Castle, Chester, Esq. June 1. Birch and Co, Chester

BAZELAY, ELIZABETH, Sutton, nr Shrewsbury. June 30. Nutsey and Payne, Shrewsbury

BOOTH, ARTHUR, Fulfin, nr Lichfield, Farmer. June 24. Hinckley and Co, Lichfield

BROOKBANS, JAMES, Balsall Heath, King's Norton, Worcester. June 20. Reece and Co, Birmingham

BURNETT, THOMAS, Darlington, Grocer. May 25. Draper, Stockton on Tees

CARDINAL, LYDIA, Ipswich. June 6. Jones, Blackfriars rd

CLEMENT, ANNA TEYPHOSA DOBBS, Shrewsbury. June 24. Wade and Thomas, Shrewsbury

COLE, JOHN ADAMS, Blandford Forum, Dorset, Gent. July 15. Smith, Blandford

DARBY, HORATIO D'ESTE, Castletown, Parsonstown, Ireland, Esq. Aug. 1. Lawrence and Co, New sq, Lincoln's inn

DIXON, JOHN, Nottingham, Printer. May 26. Lees, Nottingham

EYRES, GEORGE, sen, Leamington, Plumber. June 8. Wright and Hassall, Leamington

HICKS, MATILDA, Lympsham, Somerset. June 24. Smith and Son, Weston super Mare

HOLBROOK, ELIZA, Parkgate, Chester. June 30. Payne and Frodsham, Liver pool

HOWLETT, ROBERT, Fortune green, Hampstead, Gardener. June 20. Pearce, Essex st, Strand

JACKSON, MARY ANN, Grassington, Linton, York. July 1. Heelis and Thompson, Skipton

JENKINS, EDWIN, Sutton Coldfield, Warwick, Farmer. June 15. Slater and Marshall, Butcher

JONES, MARY, Kennington park rd. June 6. Jones, Blackfriars rd

KELSEY, THOMAS, Highfield, Winchmore Hill, Gent. June 15. Guah and Co, Finsbury circus

KINNOULE, Right Hon LOUISA BURTON, Countess Dowager of, Wilton crescent, Knightsbridge. June 10. Williams and Co, Lincoln's inn fields

LANDERS, General JOHN EDMONDSTOUNE, Bryanston st, Portman sq. June 24. Mason and Edwards, Lincoln's inn fields

LLOYD, EMMA, Baschurch, Salop. June 24. Wade and Thomas, Shrewsbury

LYALL, WILLIAM, Blandford sq, Gent. June 22. Wiltshire, Queen Victoria st

MILLER, JOHN WILLIAM MOORE, Southampton, Doctor of Medicine. May 20. Beeson and Wills, Portsea

PEACOCK, ROBERT, Bradford, York, Boot Maker. June 8. Beverley and Freeman, Bradford

ROBERTSON, JAMES AMELIUS POWELL, Bristol, Redland, Doctor of Medicine. June 15. Sturge, Bristol

SCHOFIELD, SAMUEL, Stalybridge, Lancaster, Gent. June 24. Darnton and Bottomley, Ashton under Lyne

SHAPE, GEORGE HENRY, Liverpool. June 30. Payne and Frodsham, Liverpool

STOUT, JOHN, Bury, Lancaster, Glass Dealer. June 8. Grundy, Bury

TILLING, MARY ANN, Maida Vale, Kilburn. July 7. Attenborough, New inn

WEBB, JAMES, Little Pannell, West Lavington, Wilts. July 1. Kelsey, West Lavington

WESTERN, RICHARD ROGER, Bath, Captain R.N. June 20. Western and Son, Farnham st, Strand

WIGHT, ELIZABETH, Walsall, Stafford. June 24. Cotterell, Walsall

WILLIAMS, JAMES, Stalybridge, Lancaster, Contractor. June 10. Mills and Co, Bedford row

WILLIAMS, HELEN ELIZABETH, Forest Gate, Essex. June 8. Stanbury and Phillips, Plymouth

May 23, 1885.

THE SOLICITORS' JOURNAL.

491

WOOD, MATTHEW BATESON, Manchester, Solicitor. June 11. Wood and William-
son, Manchester
YOUNG, HENRY, Kingsley, Buckingham, Miller. June 24. Birch, Thame
[Gazette, May 12.]

SALE OF ENSUING WEEK.

May 26.—MESSRS. GIDDY & TURNER, at the Mart, at 1 p.m., Freehold Property
(see advertisement, May 16, p. 3).

DEATHS.

ANDERSON.—May 11, at Lainshaw, Stewarton, Ayrshire, Thomas Anderson, of
Waterhead, advocate, aged 74.
CHUBB.—May 20, William Chubb, of 18, Hinde-street, W., solicitor, aged 57.
STAMMERS.—May 18, at 45, Stroud-green-road, Joseph Stammers, barrister-at-
law, aged 84.
WILDE.—May 18, at Hookwood, Lympsfield, Charles Norris Wilde, of 19, Corn-
wall-terrace, Regent's-park, aged 72.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, May 15, 1885.

RECEIVING ORDERS.

Barber, John, and Harold John Sharpe, St. Thomas st, East, Southwark, Glass
Merchants. High Court. Pet May 12. Ord May 12. Exam June 17 at 11 at
34, Lincoln's inn fields
Beck, Philip Michael, Bishopsgate st Without, China Dealer. High Court. Pet
May 12. Ord May 12. Exam June 17 at 11 at 34, Lincoln's inn fields
Blacker Main Coal Company, The Blacker, nr Barnsley, Yorkshire, Colliery Pro-
prietors. Barnsley. Pet April 29. Ord May 11. Exam June 4 at 11.30
Brown, William, Watts, Lepton, nr Huddersfield, Innkeeper. Huddersfield.
Pet May 11. Ord May 11. Exam June 15 at 11
Buckler, Thomas Warr, Theobald's rd, Solicitor. High Court. Pet March 26.
Ord May 12. Exam June 17 at 11 at 34, Lincoln's inn fields
Bullock, George, Longton, Staffordshire, Grocer. Stoke-upon-Trent and Long-
ton. Pet April 10. Ord May 12. Exam June 4 at 11.15
Burrage, Emma, Boxmoor, Herts, Slave Merchant. St. Albans. Pet April 29.
Ord May 11. Exam June 29
Cholerton, Samuel, Derby, Brush Maker. Derby. Pet May 12. Ord May 12.
Exam June 13 at 10
Clayton, Edward, Huddersfield, Bookseller. Huddersfield. Pet May 12. Ord
May 12. Exam June 15 at 11
Cook, John, The Pavement, Lower Clapton, Boot Dealer. High Court. Pet
May 8. Ord May 12. Exam June 17 at 11 at 34, Lincoln's inn fields
Fulton, Peter, Anderson, Cannon st, Engineer. High Court. Pet Mar 31. Ord
May 9. Exam June 19 at 11 at 34, Lincoln's inn fields
Gomersall, Alfred, Halifax, Printer. Halifax. Pet May 11. Ord May 11. Exam
June 16
Harrison, Alexandrine, Great Grimsby, Professor of French. Great Grimsby.
Pet May 12. Ord May 12. Exam June 3 at 11 at Townhall, Grimsby
Houghton, Thomas, Denbigh, Yeast Merchant's Traveller. Chester. Pet May
9. Ord May 11. Exam May 28
Hudson, George, North Shields, no occupation. Newcastle-on-Tyne. Pet May
12. Ord May 12. Exam May 26
Johns, Robert, Thurlton, Somersetshire, Blacksmith. Bridgewater. Pet May
11. Ord May 12. Exam June 1 at 11
Lee, George, Whittington Moor, Derbyshire, Innkeeper. Chesterfield. Pet May
9. Ord May 11. Exam June 10
Lovick, Thomas, Horsham St Faiths, Norfolk, Farmer. Norwich. Pet April 29.
Ord May 12. Exam June 17 at 12
McMillan, Robert, South Petherton, Somersetshire, Solicitor. Yeovil. Pet Apr
16. Ord May 11. Exam June 11
Miller, Edwin Augustus, Brook st, Holborn, Importer of Fancy Goods. High
Court. Pet May 12. Ord May 12. Exam June 18 at 11 at 34, Lincoln's inn fields
Neale, William, Bristol, Hatter. Bristol. Pet May 13. Ord May 13. Exam
June 5 at 12 at Guildhall, Bristol
Palmer, John, Newport, Mon., Undertaker. Newport, Mon. Pet May 12. Ord
May 12. Exam May 26 at 11
Payne, Henry Thomas, Derby, China Merchant. Derby. Pet May 13. Ord
May 13. Exam June 13 at 10
Perren, Robert Burchall, South Petherton, Somersetshire, Solicitor. Yeovil.
Pet May 9. Ord May 11. Exam June 11
Prout, Joseph, Ferris, Newton Abbot, Devon, Watchmaker. Exeter. Pet
May 18. Ord May 18. Exam June 11 at 11
Pyburn, James, Kingston-upon-Hull, Doctor of Medicine. Kingston-upon-
Hull. Pet May 11. Ord May 11. Exam June 1 at 2 at Court House, Townhall,
Hull
Reed, John, Sunderland, Bootmaker. Sunderland. Pet May 12. Ord May 12.
Exam May 21
Roberts, Henry, Birmingham, Boot Manufacturer. Birmingham. Pet May 12.
Ord May 12. Exam June 11 at 8
Sadler, Richard Dandy, Watson lane, Wine Merchant. High Court. Pet May 12.
Ord May 12. Exam June 16 at 11 at 34, Lincoln's inn fields
Seatherton, Louis, South Molton, Devonshire, Builder. Barnstaple. Pet May 12.
Ord May 12. Exam May 29 at 10 at Bridge, Hull. Barnstaple
Stanton, Walter Nimrod Washington Kimberley, Bromsgrove, Worcestershire,
Grocer. Pet May 12. Ord May 12. Exam May 29 at 11.30
Steer, William Henry, Broomwood rd, Wandsworth Common, Builder. Wand-
sworth. Pet May 11. Ord May 11. Exam June 11
Stevens, John, Bristol, Hay Dealer. Bristol. Pet May 13. Ord May 13. Exam
June 5 at 12
Sutton, Alfred, Seven Sisters' rd, Holloway, Boot Maker. High Court. Pet May
11. Ord May 11. Exam June 16 at 11 at 34, Lincoln's inn fields
Tucker, James, Westerby, Fiskerton, Lincolnshire, Innkeeper. Lincoln. Pet
May 11. Ord May 11. Exam May 30 at 2.30
Taylor, Joseph, Marsden, near Huddersfield, out of business. Huddersfield. Pet
May 12. Ord May 12. Exam June 15 at 11
Thomas, John, Dowlais, Glamorganshire, Grocer. Merthyr Tydfil. Pet May 11.
Ord May 11. Exam May 27
Vick, George, Salisbury, Provision Merchant. Salisbury. Pet May 12. Ord May
13. Exam June 13 at 12
Wales, Arthur, Dewsbury, York, Draper. Dewsbury. Pet May 11. Ord May 11.
Exam May 27
Ward, Thomas, Birmingham, Fruiterer. Birmingham. Pet May 12. Ord May 12.
Exam June 4 at 2
Whitehead, Robert Hiram, Haywood, Lancashire, Tailor. Bolton. Pet May 13.
Ord May 13. Exam June 8 at 11

Whitehouse, Sarah, Edgar Isaac Henry Edward Whitehouse, and Joseph Trub-
shaw Whitehouse, Tipton, Staffordshire, Chain Manufacturers. Dudley. Pet
May 5. Ord May 7. Exam June 11 at 11
Wilkinson, John, and Edward John Wilkinson, Newcastle on Tyne, Brewers.
Newcastle on Tyne. Pet May 12. Ord May 12. Exam May 26
Willmer, Phillips, Brighton, Dairy Keeper. Brighton. Pet April 9. Ord May 12.
Exam June 4 at 12
Womersley, Alfred Douglas, Hastings, Builder. Hastings. Pet May 13. Ord
May 13. Exam June 1

FIRST MEETINGS.

Brown, William Watts, Lepton, near Huddersfield, Innkeeper. May 27 at 3.
Official Receiver, New st, Huddersfield
Cholerton, Samuel, Derby, Brush Maker. May 22 at 12. Official Receiver, St
James' chmrs, Derby
Cocker, Samuel, Southampton bldgs, Chancery lane. May 27 at 12. 33, Carey t,
Lincoln's inn
Coleman, H., Cork st, Burlington gdns, Solicitor. May 27 at 2. 33, Carey st,
Lincoln's inn
Fowler, Henry William, Plaistow, Essex, Salt Merchant. May 22 at 12. Bank-
ruptcy bldgs, High Court of Justice. Portugal st, Lincoln's inn fields
Gomersall, Alfred, Halifax, Printer. May 23 at 10. Official Receiver, Townhall
chmrs, Halifax
Greening, Ade, Elizabeth, Bristol, Milliner. June 4 at 12.30. Official Receiver,
Bank chmrs, Bristol
Houghton, Thomas, Denbigh, Yeast Merchant's Traveller. May 26 at 11. Official
Receiver, Crypt chmrs, Chester
Hudson, George, North Shields, no occupation. May 26 at 2. Official Receiver,
County chmrs, Newcastle on Tyne
Johns, Robert, Thurlton, Somersetshire, Blacksmith. May 23 at 11. Official
Receiver, 9, Middle st, Taunton
Lee, George, Whittington Moor, Derbyshire, Innkeeper. May 23 at 11. Angel
Hotel, Chesterfield
Legge, Edward, address unknown, Journalist. May 26 at 2. 33, Carey st, Lin-
coln's inn
Lindo, David, South st, Finsbury, West India Merchant. May 26 at 11. Bank-
ruptcy bldgs, Portugal st, Lincoln's inn fields
Manning, Thomas, Spitalfields Market, Potato Salesman. May 27 at 2. Bank-
ruptcy bldgs, Portugal st, Lincoln's inn fields
Marsh, George, Chiswick st, Poplar, Linendraper. May 22 at 2. Bankruptcy bldgs,
Portugal st, Lincoln's inn fields
Mason, Ellen, Boyle st, Saville row, Old Burlington st, Lodging House Keeper.
May 26 at 11. 33, Carey st, Lincoln's inn
McCowen, Henry, Garlinge rd, Brondesbury, Builder. May 27 at 12. Bank-
ruptcy bldgs, Portugal st, Lincoln's inn fields
Meehan, Thomas Frederick, St Albans, Hertfordshire, Straw Hat Maker. May
22 at 11. Messrs. Blaig and Edwards, St Albans
Moxham, Robert Edward, Ebbw Vale, Grocer. May 23 at 12. Official Receiver,
Merthyr Tydfil
Nelson, Alfred Horatio, Sherland rd, Twickenham, Photographic Chemist. May
22 at 11. 33 and 29, St Swithin's lane
Osborne, J. S., Pall Mall, Gent. May 27 at 11. Bankruptcy bldgs, Portugal st
Lincoln's inn fields
Palmer, John, Newport, Mon., Undertaker. May 26 at 12. Official Receiver, 12
Tredegar pl, Newport, Mon
Payne, Henry Thomas, Derby, China Merchant. May 22 at 2.30. Official Re-
ceiver, St James' chmrs, Derby
Pyatt, John George, Camborne, Cornwall, Tobacconist. May 22 at 12. Officia
Receiver, Boscombe st, Truro
Pyburn, James, Kingston upon Hull, Doctor of Medicine. May 26 at 2. The
Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane,
Hull
Riches, George Henry, Gt Clacton, Essex, Baker. May 27 at 11. Townhall,
Colchester
Roberts, George, Wolverhampton, Licensed Victualler. June 2 at 10.30. Charles
Herbert Collis, Stourbridge
Roberts, Henry, Birmingham, Bootmaker. May 27 at 3. Official Receiver,
Whitehall chmrs, Colmore row, Birmingham
Speake, William Davies, Eastbourne, Merchant. May 22 at 12. 108, Victoria st,
Westminster
Stanton, Walter Nimrod Washington Kimberley, Bromsgrove, Worcestershire,
Grocer. May 23 at 11. Official Receiver, Worcester
Sykes, Daniel Frederick Edward, LL.B., Huddersfield, Solicitor. May 29 at 11.
Official Receiver, New st, Huddersfield
Thomas, John, Dowlais, Glamorganshire, Grocer. May 23 at 11. Official Re-
ceiver, Merthyr Tydfil
Thomas, Thomas, Treorky, Glamorganshire, Colliery Proprietor. May 22 at 12.
Official Receiver, Merthyr Tydfil
Ward, Thomas, Birmingham, Fruiterer. May 27 at 12. Official Receiver, Bir-
mingham
Webster, Alphonsus, Coleman st, Wool Broker. May 27 at 11. 33, Carey st,
Lincoln's inn
Whitehead, Robert Hiram, Heywood, Lancashire, Tailor. May 27 at 11. 16,
Wood st, Bolton
Whiteley, James William, Leeds, Bootmaker. May 27 at 11. Official Receiver,
St Andrew's chmrs, 22, Park row, Leeds
Wilkinson, John, and Edward John Wilkinson, Newcastle on Tyne, Brewers.
May 26 at 2.30. Official Receiver, County chmrs, Newcastle on Tyne
Womersley, Alfred Douglas, Hastings, Builder. May 22 at 2.30. Official Re-
ceiver, Townhall chmrs, Hastings

ADJUDICATIONS.

Andel, Thomas, Tower chmrs, Moorgate st, Foreign Agent. High Court. Pet Feb
21. Ord May 12
Barrett, William, Ramsgate, Kent, Hosier. Canterbury. Pet Apr 25. Ord
May 11
Barry, John, Exeter, Newsagent. Exeter. Pet Apr 25. Ord May 12
Beach, Samuel, and Edmund Howlett, Watford, Herts, Builders' Merchants.
High Court. Pet Apr 16. Ord May 11
Bell, Joseph, High st, Peckham, Boot Manufacturer. High Court. Pet Mar 26.
Ord May 11
Bennett, Charles Robert, Portskewett, Mon., Baker. Newport, Mon. Pet May 9.
Ord May 12
Blanchard, Adam, Welton, Lincolnshire, Farmer. Lincoln. Pet Apr 22. Ord
May 13
Browne, James Richard, Kingston on Hull, Bootmaker. Kingston on Hull. Pet
Apr 25. Ord May 13
Burton, Frederick Charles, and George Meal, Liverpool, Hardware Merchants.
Liverpool. Pet Apr 26. Ord May 12
Carter, William, Warkeleigh, Devonshire, Farmer. Barnstaple. Pet Apr 25. Ord
May 11
Corpe, Charles William, Globe rd, Mile End, Merchant. High Court. Pet Apr
22. Ord May 11
Gouldburn, William, Hyde, Cheshire, Grocer. Ashton under Lyne and Staly-
bridge. Pet Apr 25. Ord May 9
Hardy, Walter, Brentwood, Essex, Contractor. Chelmsford. Pet Mar 26. Ord
May 11
Haywood, Joseph, Upper Bangor, Carnarvonshire, Civil Engineer. Bangor. Pet
Apr 7. Ord May 13
Hewitt, John Massey, Manchester, Estate Agent. Manchester. Pet Apr 25.
Ord May 12

Houghton, Thomas, Denbigh, Yeast Merchant's Traveller. Chester. Pet May 9. Ord May 11.

Jones, Samuel, Dudley, Worcestershire, Auctioneer. Dudley. Pet Apr 25. Ord May 11.

Levy, Simon, Manchester, Tailor. Salford. Pet Apr 23. Ord May 12.

Loveott, George, jun., Nottingham, Waiter. Nottingham. Pet May 4. Ord May 5.

Mack, Robert Edward, Synder rd, Stoke Newington, Agent. High Court. Pet Mar 19. Ord May 11.

Moxham, Robert Edward, Cardiff, Grocer. Tredegar. Pet May 6. Ord May 12.

Pyatt, John George, Camborne, Cornwall, Tobacconist. Truro. Pet May 8. Ord May 11.

Ransome, Thomas, Manchester, Chemist. Manchester. Pet Apr 29. Ord May 13.

Schawlow, Colman, Treforest, nr Pontypridd, Furniture Dealer. Cardiff. Pet May 5. Ord May 9.

Scott, Charles Davison, Newcastle on Tyne, Plumber. Newcastle on Tyne. Pet April 28. Ord May 13.

Seatherton, Louis, South Molton, Devonshire, Builder. Barnstable. Pet May 12. Ord May 13.

Shepard, William Thomas, Turnagain lane, Farningdon st, Printer. High Court. Pet Feb 25. Ord May 13.

Sinclair, Samuel, Ringwood, Hampshire, Baker. Salisbury. Pet April 21. Ord May 7.

Smith, Alfred, Walsall, Spur Manufacturer. Walsall. Pet May 8. Ord May 11.

Smith, F., London rd, Croydon, Draper. Croydon. Pet March 24. Ord May 8.

Steer, Ebenezer, Maidstone, Confectioner. Maidstone. Pet April 24. Ord May 11.

Tasker, James Westerby, Fiskerton, Lincolnshire, Innkeeper. Lincoln. Pet May 11. Ord May 11.

Taylor, John Bennett, Nottingham, Plumber. Nottingham. Pet April 13. Ord May 9.

Taylor, Joseph, Town Marsden, nr Huddersfield, out of business. Huddersfield. Pet May 12. Ord May 12.

Thomas, John, Dowlais, Glamorganshire, Grocer. Merthyr Tydfil. Pet May 11. Ord May 11.

Thornborough, Henry, Liverpool, Team Owner. Liverpool. Pet April 1. Ord May 13.

Tosh, Peter Alfred, Ealing, Timber Merchant. Brentford. Pet April 10. Ord May 11.

Trainor, Thomas, Birmingham, Baker. Birmingham. Pet April 28. Ord May 9.

Upton, John Freshney, New Brighton, Draper. Dewsbury. Pet May 1. Ord May 13.

Ward, Thomas, Birmingham, Fruiterer. Birmingham. Pet May 12. Ord May 13.

Waterhouse, Robert, Leeds, Confectioner. Leeds. Pet May 6. Ord May 12.

Waters, G., St Paul's rd, Mile End, Baker. High Court. Pet Feb 11. Ord May 11.

Webb, Benjamin Oscar, Kingston upon Hull, Wine Merchant. Kingston upon Hull. Pet April 14. Ord May 11.

Weston, Francis, Cardiff, Fancy Goods Dealer. Cardiff. Pet May 5. Ord May 8.

TUESDAY May 19, 1885.

RECEIVING ORDERS.

Barge, James, Weston st, Bermondsey, Soapmaker. High Court. Pet May 14. Ord May 14. Exam June 24 at 11 at 34, Lincoln's Inn fields.

Barron, Joseph Hainsworth, and George Brumfitt, Morley, Yorkshire, Woollen Manufacturers. Leeds. Pet May 14. Ord May 14. Exam June 2 at 11.

Black, William Phipps, Sedlington, nr Hythe, Kent, Canterbury. Pet Apr 29. Ord May 15. Exam May 29.

Breckon, Robert, High st, Tonbridge, Draper. Tonbridge Wells. Pet May 2. Ord May 14. Exam June 4 at 2.30.

Bluett, Peter Frederick William, Leek, Staffordshire, Physician. Macclesfield. Pet May 14. Ord May 14. Exam June 2 at 10.30.

Christy, James, Sawbridgeworth, Hertfordshire, Butcher. Hertford. Pet May 15. Ord May 15. Exam June 1 at 12.30.

Clow, Benjamin Price, Stamford, Lincolnshire, Blacksmith. Peterborough. Pet May 13. Ord May 14. Exam June 5 at 12.

Daggett, John, Bradford, Yorkshire, Confectioner. Bradford. Pet May 15. Ord May 15. Exam May 29 at 12.

Davies, David, Llanharan, Glamorganshire, Colliery Manager. Pontypridd. Pet May 13. Ord May 14. Exam June 2 at 2.

Fielding, Thomas David, Hackney rd, Commission Agent. High Court. Pet May 13. Ord May 14. Exam June 19 at 11 at 34, Lincoln's Inn fields.

Foulkes, George, Chorlton upon Medlock, Manchester, Foreman of Wire Works. Manchester. Pet May 14. Ord May 14. Exam June 8 at 2.

Fournare, George, Milverton, Somersetshire, Shopkeeper. Taunton. Pet May 15. Ord May 15. Exam June 3 at 4 at Guildhall, Taunton.

Greeves, Benjamin Titter, North Lopham, Norfolk, Farmer. Ipswich. Pet May 15. Ord May 15. Exam June 16 at 11.

Guerin, Timothy, Leyton, Essex, Builder. High Court. Pet May 13. Ord May 14. Exam June 19 at 11 at 34, Lincoln's Inn fields.

Guest, Joseph, Walsall, Malleable Ironfounder's Assistant. Walsall. Pet Apr 25. Ord May 13. Exam June 2 at 11.

Haas, Jean Jacques Louis, and John James Bradley, York, Confectioners. York. Pet May 16. Ord May 16. Exam June 5 at 12 at Guildhall, York.

Haigh, Lister, Bradford, Yorkshire, Coal Merchant. Bradford. Pet May 14. Ord May 14. Exam June 29.

Hall, James, Wigan, Bolt Maker. Wigan. Pet May 15. Ord May 15. Exam May 25 at 12.

Harding, Timothy, Bradley Green, Staffordshire, Grocer. Macclesfield. Pet May 14. Ord May 14. Exam June 2 at 11.

Henton, Mary Frances, Leeds, Widow. Leeds. Pet May 15. Ord May 15. Exam June 2 at 11.

Heppeinstall, Law, jun., Milnesbridge, nr Huddersfield, Dyer. Pet May 15. Ord May 15. Exam June 15 at 11.

Heyes, Grimsah, Harry Victor Lloyd, and Renben Shuttleworth, Commercial rd, Mile End rd, Domestic Machinists. High Court. Pet May 14. Ord May 14. Exam June 19 at 11 at 34, Lincoln's Inn fields.

Higgins, Joseph Hartley, Bradford, Yorks, Dealer in Tobacco. Bradford. Pet May 16. Ord May 16. Exam June 2 at 12.

Holdsworth, William Henry, Leeds, Cigar Merchant. Leeds. Pet May 4. Ord May 14. Exam June 2 at 11.

Hornby, William Samuel, Besswick, Manchester, Boot Dealer. Manchester. Pet May 14. Ord May 14. Exam June 4 at 11.

James, Edward, and Thomas Moss, Tipton, Staffordshire, Iron Manufacturers. Dudley. Pet May 12. Ord May 12. Exam June 16 at 11.

John, Thomas, Cwmavon, Glamorganshire, Bootmaker. Neath. Pet May 14. Ord May 14. Exam June 29 at 10.30, at Townhall, Neath.

Jowett, James, Birstall, Yorks, Innkeeper. Dewsbury. Pet May 14. Ord May 14. Exam June 29.

Laking, William, Ripon, Yorks, Grocer. Northallerton. Pet May 16. Ord May 16. Exam June 5 at 11.30, at Court house, Northallerton.

Legg, John, Leatherhead, Grocer. Croydon. Pet May 14. Ord May 14. Exam June 19.

Mans, James, Harrowood, nr Leeds, Plumber. Leeds. Pet May 18. Ord May 18. Exam June 2 at 11.

Moss, Sidney, Walsall, Butcher. Walsall. Pet May 18. Ord May 18. Exam June 3 at 12.

Owen, Roberts, and Thomas Lister Ogden, Bradford, Yorks, Wool Merchants. Bradford. Pet May 14. Ord May 14. Exam June 2.

Powell, Athelstan Charles, Aberystwith, Cardiganshire, Surgeon, Dentist. Aberystwith. Pet May 13. Ord May 13. Exam May 27 at 1.

Putt, Walter Jordain, Ipplepen, Devonshire, Baker. Exeter. Pet May 15. Ord May 15. Exam June 11 at 11.

Roberts, John, Carnarvon, Grocer. Bangor. Pet May 16. Ord May 16. Exam June 1 at 12.30.

Ruff, Herbert William, Cannon st, Tobacconist. High Court. Pet Apr 30. Ord May 14. Exam June 16 at 11.30, at 34, Lincoln's Inn fields.

Sargent, John, Walsall, out of business. Walsall. Pet May 13. Ord May 13. Exam June 8 at 11.

Shepherd, Lucy Sophia, Leamington, Bootmaker. Warwick. Pet May 6. Ord May 16. Exam June 9.

Shone, John, Woodbank nr Chester, Hay Dealer. Chester. Pet May 15. Ord May 16. Exam May 28 at 12.

Southwood, Minnie, Crescent House, Clapham Common, Spinster. Wandsworth. Pet Apr 30. Ord May 14. Exam June 11.

Thayer, William, Trecoy, Glamorganshire, Bootmaker. Pontypridd. Pet May 13. Ord May 14. Exam June 2 at 2.

Tudge, Thomas, Leominster, Licensed Victualler. Leominster. Pet May 15. Ord May 15. Exam May 28.

Turner, Henry, Leeds, Tobacconist. Leeds. Pet May 14. Ord May 14. Exam June 2 at 11.

Walton, John, Bondgate, Darlington, Fruiterer. Stockton on Tees and Middlesborough. Pet May 15. Ord May 15. Exam June 3.

Whipp, Josiah, Shaw, nr Oldham, Minder in Cotton Mill. Oldham. Pet May 16. Ord May 16. Exam June 16 at 12.

Wilkins, Thomas Martin, King's Lynn, Norfolk, Solicitor. King's Lynn. Pet May 14. Ord May 14. Exam June 5 at 11.30, at Court house, King's Lynn.

Wilson, Frederick, and Robert James Fletcher, Halifax, Cabinet Makers. Halifax. Pet May 14. Ord May 14. Exam June 16 at 12.

Wright, Charles Vise, East Keal, Lincolnshire, Cattle Dealer. Boston. Pet May 14. Ord May 14. Exam May 11 at 2.

Young, Richard, and William Tompsett, Dunton Green, Kent, Horse Slaughterers. Tunbridge Wells. Pet May 6. Ord May 14. Exam June 4.

FIRST MEETINGS.

Best, George Christopher Henry, Cardiff, Watchmaker. June 2 at 2.30. Official Receiver, Colmore row, Birmingham.

Bluett, Peter Frederick William, Leek, Staffordshire, Physician. May 28 at 12. Official Receiver, 23, King Edward st, Macclesfield.

Brockton, Robert, High st, Tunbridge, Draper. May 29 at 12. Chamber of Commerce, 145, Cheapside.

Burrage, Emma, Boxmoor, Hertfordshire, Slave Merchant. May 27 at 12. Messrs. Ewen and Roberts, Outer Temple (Room 42), 222 and 225, Strand.

Clayton, Edward, Huddersfield, Bookseller. May 28 at 11. Official Receiver, New st, Huddersfield, Yorkshire.

Clow, Benjamin Price, Stamford, Lincolnshire, Blacksmith. May 28 at 12.45. Stamford Hotel, Stamford.

Daggett, John, Bradford, Yorks, Confectioner. May 28 at 11. Official Receiver, 145, Cheapside, Bradford.

Davies, David, Llanharan, Glamorganshire, Colliery Manager. May 26 at 12.30. Official Receiver, Merthyr Tydfil.

Foulkes, George, Manchester, Foreman of Wire Works. June 8 at 3.30. Official Receiver, Odgen's chbrs, Bridge st, Manchester.

Fouracre, George, Milverton, Somersetshire, Shopkeeper. May 28 at 11. Official Receiver, 9, Middle st, Taunton.

Freudentheil, Alfred Graves, Gt St Helens, Commission Merchant. May 28 at 11. 33, Carey st, Lincoln's inn.

Gate, Robert, Dewsbury, Yorks, Brushmaker. May 29 at 3. Official Receiver, Bank chbrs, Batley.

Guest, Joseph, Walsall, Assistant to Malleable Ironfounder. May 27 at 3. Official Receiver, Walsall.

Haas, Jean Jacques Louis, and John James Bradley, York, Confectioners. May 29 at 2. Official Receiver, York.

Haigh, Lister, Bradford, Yorks, Coal Merchant. May 28 at 10. Official Receiver, 145, Cheapside, Bradford.

Hall, James, Wigan, Bolt Maker. May 28 at 10.30. County Court bldgs, Wigan.

Harding, Timothy, Bradley green, Staffordshire, Grocer. May 28 at 11. Official Receiver, 23, King Edward st, Macclesfield.

Harrison, Alexandre, Gt Grimsby, Professor of French. June 3 at 2. Official Receiver, 3, Haven st, Gt Grimsby.

Heaton, Mary Frances, Leeds, Widow. May 29 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Holdsworth, William Henry, Leeds, Cigar Merchant. May 28 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Hornby, William Samuel, Manchester, Boot Dealer. June 4 at 2.30. Official Receiver, Odgen's chbrs, Bridge st, Manchester.

Howgate, John, and William Talbot, Dewsbury, Yorks, Woollen Manufacturers. May 29 at 11. Official Receiver, Bank chbrs, Batley.

John, Thomas, Cwmavon, Glamorganshire, Bootmaker. May 28 at 3. Official Receiver, Bristol.

Jolley, Joseph Howard, Lincoln, Saddler. May 30 at 11.30. Official Receiver, 2, St Benedict's sq, Lincoln.

Lovick, Thomas, Horsham St Faith's, Norfolk, Farmer. May 28 at 11. Official Receiver, King st, Norwich.

Lucock, John (sep estate), Dorking, Surrey, Brewer. May 29 at 3. Official Receiver, 109, Victoria st, Westminster.

Lucock, John (sep estate), Dorking, Surrey, Brewer. May 29 at 2.30. Official Receiver, 109, Victoria st, Westminster.

Lucock, William, and John Lucock, Dorking, Surrey, Brewers. May 29 at 2.

Mann, James, Harewood, nr Leeds, Plumber. May 27 at 8. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Moss, Sidney, Walsall, Butcher. May 27 at 4.30. Official Receiver, Walsall.

Neale, William, Bristol, Hatter. May 27 at 8.30. Official Receiver, Bank chbrs, Bristol.

Ogden, Roberts (sep estate), Horton, Bradford, Wool Merchant. May 28 at 12.30. Law Institute, Piccadilly, Bradford.

Ogden, Roberts, and Thomas Lister Ogden, Bradford, Wool Merchant. May 28 at 12.30. Law Institute, Piccadilly, Bradford.

Ogden, Roberts, and Thomas Lister Ogden, Bradford, Wool Merchants. May 28 at 12. Law Institute, Piccadilly, Bradford.

Oldham, Francis John, Brant Broughton, Lincolnshire, Miller. May 28 at 12. Official Receiver, 2, St Benedict's sq, Lincoln.

Oppenheim, Israel, Penzance, Cornwall, Furniture Dealer. May 28 at 12.30. Official Receiver, Bank chbrs, Bristol.

Paul, Allen, Roebuck terr, Enfield Highway, Tea Dealer. May 27 at 11. 28 and 29, St Swithin's lane.

Pizeau, Alfred, and Achille Morin De Premon, Lombard st, Commission Merchant. June 1 at 11. 33, Carter st, Lincoln's Inn.

Prout, Joseph Ferris, Newton Abbot, Devon, Watchmaker. May 29 at 10. Official Receiver, Whitehall chbrs, Birmingham.

Putt, Walter Jordan, Ipplepen, Devonshire, Baker. May 28 at 11. Official Receiver, 13, Bedford circus, Exeter.

Robinson, John, William Radcliffe Robinson, and Samuel Robinson, Saddleworth, Yorkshire, Dyers. May 28 at 8. Official Receiver, New st, Huddersfield.

Sargent, John, Walsall, out of business. May 27 at 3.45. Official Receiver, Walsall.

Sattelle, Alois, Lincoln, Watchmaker. May 28 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln.

Seatherton, Louis, South Molton, Devonshire, Builder. May 27 at 10. Unicorn Hotel, South Molton.

Shone, John, Woodbank, nr Chester, Hay Dealer. May 29 at 8. Official Receiver, Crypt chbrs, Chester.

15. Ord	Smith, Alfred Everett, High st, Kingsland, Paper Merchant. May 28 at 2. Bankruptcy bldgs, Lincoln's Inn fields	Richens, Henry Slade, Hungerford, Wiltshire, Farm Bailiff. Newbury. Pet Feb 28.
Exam	Smith, Edward, Kirby st, Hatton Garden, Stationer. May 29 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields	Ridgway, Alexander, and Tobias Gainsford, Waterloo pl, Army Agents. High Court. Pet Feb 11.
30. Ord	Solomon, Isaac, Walthamstow, Bootmaker. May 29 at 2. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields	Roberts, George, Wolverhampton, Licensed Victualler. Stourbridge. Pet May 6.
May 13.	Stevens, John, Bristol, Hay Dealer. May 27 at 5. Official Receiver, Bank chbrs, Bristol	Royce, Thomas Henry, Queen's rd, Peckham, Draper. High Court. Pet March 20.
Ord May	Taske, James Westerby, Fiskerton, Lincolnshire, Innkeeper. May 30 at 12. Official Receiver, 2, St Benedict's sq, Lincoln	Sargent, John, Walsall, out of business. Walsall. Pet May 13.
Ord May	Taylor, Joseph, Marsden, or Huddersfield, out of business. May 27 at 11. Official Receiver, New st, Huddersfield	Scattergood, Richard, Lichfield, Staffordshire, Builder. Walsall. Pet April 29.
Isleworth.	Thayer, William, Treorky, Glamorganshire, Bootmaker. May 28 at 12. Official Receiver, Merthyr Tydfil	Shone, John, Woodbank, near Chester, Hay Dealer. Chester. Pet May 15.
Pet May	Tompson, William, sep estate, Dunton Green, Kent, Horse Slaughterer. May 27 at 3. Spencer and Reeves, Mount Pleasant, Tunbridge Wells	Stokes, Isaac, Bilton, Staffordshire, Draper. Wolverhampton. Pet April 30.
15. Ord	Turner, Henry, Leeds, Tobacconist. May 28 at 11. Official Receiver, St Andrew's chbrs, 2, Park row, Leeds	Tudge, Thomas, Leominster, Licensed Victualler. Leominster. Pet May 15.
Exam	Vick, George, Salisbury, Provision Merchant. May 27 at 12.30. Official Receiver, Salisbury	Tyrrell, Richard, Great Queen st, Lincoln's Inn fields, Coachbuilder. High Court. Pet April 16.
Middle-	Walles, Arthur, Dewsbury, Yorkshire, Draper. May 27 at 10.30. Official Receiver, Bank chbrs, Batley	Vick, George, Salisbury, Provision Merchant. Salisbury. Pet May 12.
May 16.	Walton, John, Bondgate, Darlington, Fruiterer. May 29 at 11.30. Official Receiver, 8, Albert rd, Middlesbrough	Walles, Arthur, Dewsbury, Draper. Dewsbury. Pet May 11.
3 Lynn,	Waitz, Robert, Chipping Norton, Oxfordshire, Butcher. May 28 at 11. Official Receiver, 1, St Aldate's, Oxford	Wallace, James Jeffreys, Great St. Helen's, Merchant. High Court. Pet Aug 18.
King's	Weston, Francis, Cardiff, Fancy Goods Dealer. May 28 at 11. Official Receiver, 2, Bute crescent, Cardiff	Walton, John, Bondgate, Darlington, Fruiterer. Stockton on Tees and Middlesbrough. Pet May 15.
Halifax.	Whipp, Josiah, Shaw, nr Oldham, Minder in Cotton Mill. May 28 at 3. Priory chbrs, Union st, Oldham	Watson, Nathan, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet May 9.
Pet May	Wilson, Frederick, and Robert James Fletcher, Halifax, Cabinetmakers. May 29 at 11. Official Receiver, Townhall chbrs, Halifax	Whitehead, Robert Hiram, Heywood, Lancashire, Taylor. Bolton. Pet May 13.
Slaugh-	Winter, Captain N. N., Duke st, St James's. May 28 at 12. 33, Carey st, Lincoln's Inn	Windfield, Jesse, Brixton-road, Commission Agent. High Court. Pet April 24.
Official	Wrightson, John, Stokesley, Yorkshire, Innkeeper. May 29 at 11. Official Receiver, 8, Albert rd, Middlesbrough	Wiseman, John, Burnley, Lancashire, Joiner. Burnley. Pet April 9.
28 at 12.	Young, Richard, and William Tompsett, Dunton Green, Kent, Horse Slaughterers. May 27 at 2.30. Spencer and Reeves, Mount Pleasant, Tunbridge Wells	Wright, Charles Vise, East Keal, Lincolnshire, Cattle Dealer. Boston. Pet May 14.
of Com-	The following amended notice is substituted for that published in the London Gazette of May 12.	Wrighton, John, Stokesley, York, Innkeeper. Stockton on Tees and Middlesbrough. Pet April 30.
Meas.	Connally, Thomas, Birmingham, Tailor. May 28 at 11. Official Receiver, Birmingham	Yearsley, Horatio, Salisbury, Wine Merchants' Agent. Salisbury. Pet April 30.
eeiver,	ADJUDICATIONS.	May 14.
at 12.45.	Bartlett, Levi, Weymouth, Dorsetshire, Builder. Dorchester. Pet May 6.	
eeiver,	Baumber, John Emperingham, Huddlesfield, Lincolnshire, Farmer. Boston. Pet Apr 7.	
at 12.30.	Boulton, John Henry, Havant, Hampshire, Retired Assistant Paymaster. Portsmouth. Pet Feb 25.	
Official	Brown, James, residence not known. High Court. Pet Feb 19.	
Official	Challen, George T., Haymarket, Auctioneer. High Court. Pet Aug 22.	
8 at 11.	Evens, Paul, Cheltenham, of no occupation. Cheltenham. Pet Apr 29.	
eeiver,	Foulkes, George, Manchester, Foreman of Wire Works. Manchester. Pet May 14.	
Official	Gatter, John William, Torquay, Draper. Exeter. Pet Apr 23.	
5 May	Gate, Robert, Dewsbury, Yorks, Brushmaker. Dewsbury. Pet May 7.	
eeiver,	Groves, Benjamin Titter, North Lopham, Norfolk, Farmer. Ipswich. Pet May 15.	
Official	Haight, Lister, Bradford, Yorks, Coal Merchant. Bradford. Pet May 14.	
over, St	Halse, James Alexander, Liverpool, Cotton Broker. Liverpool. Pet Mar 30.	
cial Re-	Harding, Timothy, Bradley Green, Staffordshire, Grocer. Macclesfield. Pet May 14.	
nturers.	Harrison, Alexandrine, Great Grimsby, Professor of French. Great Grimsby. Pet May 12.	
cial Re-	Hawood, Robert, Talgarth rd, West Kensington, Middlesex, Gent. High Court. Pet March 5.	
over, 2.	Heston, Mary Frances, Leeds, Widow. Leeds. Pet May 15.	
Official	Higgins, Joseph, Hartley, Bradford, Yorkshire, Dealer in Tobacco. Bradford. Pet May 16.	
over, St	Hindmarsh, Thomas Andrew, Brighton, Iron Merchant. Brighton. Pet April 24.	
cial Re-	Hornby, William Samuel, Manchester, Boot Dealer. Manchester. Pet May 14.	
over, 2.	Hudson, George, North Shields, Northumberland, no occupation. Newcastle-on-Tyne. Pet May 12.	
Official	Jones, John, Bournemouth, Commission Agent. Poole. Pet April 28.	
over, 2.	Laking, William, Ripon, Yorkshire, Grocer. Northallerton. Pet May 16.	
Official	Mann, James, Harewood, nr Leeds, Plumber. Leeds. Pet May 13.	
over, 2.	Moore, James Oates, Halifax, Pawnbroker. Halifax. Pet April 20.	
Official	Moss, Sydney, Walsall, Butcher. Walsall. Pet May 18.	
over, 2.	Oxley, William, Ipswich, Draper. Ipswich. Pet May 1.	
Official	Paris, Charles Bingham and Charles John Paris, Liverpool, Merchants. Liverpool. Pet April 24.	
over, 2.	Quantrill, Henry Walker, Lichfield, Pork Butcher. Walsall. Pet April 27.	
Official	Ridfearn, Alfred, Chesterfield, Derbyshire, Innkeeper. Chesterfield. Pet Feb 28.	
over, 2.	Smith, Alfred Everett, High st, Kingsland, Paper Merchant. May 28 at 2. Bankruptcy bldgs, Lincoln's Inn fields	
Official	Stevens, John, Bristol, Hay Dealer. May 27 at 5. Official Receiver, Bank chbrs, Bristol	
over, 2.	Taske, James Westerby, Fiskerton, Lincolnshire, Innkeeper. May 30 at 12. Official Receiver, 2, St Benedict's sq, Lincoln	
Official	Turner, Henry, Leeds, Tobacconist. May 28 at 11. Official Receiver, St Andrew's chbrs, 2, Park row, Leeds	
over, 2.	Vick, George, Salisbury, Provision Merchant. May 27 at 12.30. Official Receiver, Salisbury	
Official	Waitz, Robert, Chipping Norton, Oxfordshire, Butcher. May 28 at 11. Official Receiver, 1, St Aldate's, Oxford	
over, 2.	Weston, Francis, Cardiff, Fancy Goods Dealer. May 28 at 11. Official Receiver, 2, Bute crescent, Cardiff	
Official	Whipp, Josiah, Shaw, nr Oldham, Minder in Cotton Mill. May 28 at 3. Priory chbrs, Union st, Oldham	
over, 2.	Wilson, Frederick, and Robert James Fletcher, Halifax, Cabinetmakers. May 29 at 11. Official Receiver, Townhall chbrs, Halifax	
Official	Winter, Captain N. N., Duke st, St James's. May 28 at 12. 33, Carey st, Lincoln's Inn	
over, 2.	Wrightson, John, Stokesley, Yorkshire, Innkeeper. May 29 at 11. Official Receiver, 8, Albert rd, Middlesbrough	
Official	Young, Richard, and William Tompsett, Dunton Green, Kent, Horse Slaughterers. May 27 at 2.30. Spencer and Reeves, Mount Pleasant, Tunbridge Wells	

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. ; Country, 28s. ; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half late calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	479	Carrel v. The Lancashire and Yorkshire Accident Insurance Co.	485
THE CUSTOM OF THE STOCK EX- CHANGE WITH REGARD TO THE SALE OF BANK SHARES	480	BANKRUPTCY CASES— Ex parte Hewitt, Ex re Hewitt	485
THE ORGANIZATION OF A SOLICITOR'S OFFICE	481	Ex re Nicholls	485
REVIEWS	482	Ex parte Campbell	485
CORRESPONDENCE	482	Ex parte The Manchester and Salford Bank, Limited; Re Hough, Balfour, & Co., Separate Estate of John Hough	485
CASES OF THE WEEK:— COURT OF APPEAL:— Barber v. Tebbitt	483	COUNTY COURTS	486
Benn v. Benn	483	SOCIETIES	487
Hatherley v. Dunning	483	OBITUARY	487
Ansterberry v. The Corporation of Oldham	483	LEGAL APPOINTMENTS	488
Fendall v. O'Connell	484	PENDING LEGISLATION	488
HIGH COURT OF JUSTICE:— In re The Vulcan Iron Works Co.	484	LEGISLATION OF THE WEEK	489
In re The Delta Syndicate	484	LEGAL NEWS	489
Fletcher v. Bealey	484	COURT PAPERS	490
Rhodes v. Jenkins	484	COMPANIES	490
Selous v. The Croydon Rural Sanitary Authority	485	CREDITORS' CLAIMS	490
		LONDON GAZETTES, &c., &c.	491

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

The Editor does not hold himself responsible for the return of rejected communications.

* * * The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench Corporation of London &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks and Clerks of the Peace

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS

ESTABLISHED 1860.

94, CHANCERY LANE, LONDON.

MESSRS. JOHNSON & DYMOND beg to announce that their sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Room (established 1793) 36 and 38, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

SOLICITORS' BENEVOLENT ASSOCIATION,

For the Relief of Poor and Necessitous Attorneys, Solicitors, and Proctors in England and Wales, and their Wives, Widows, and Families.

INSTITUTED 1858.

THE TWENTY-FIFTH ANNIVERSARY FESTIVAL OF THIS ASSOCIATION WILL BE HELD AT THE

"STAR AND GARTER" HOTEL, RICHMOND, SURREY,

On WEDNESDAY, the 10th of JUNE, 1885, at Half-past Six o'clock p.m., precisely.

JOHN HOLLAMS, Esq., in the Chair.

First List of Stewards, who will be glad to receive Subscriptions and Donations for announcement at the Festival.

G. W. BARNARD, Esq., London.
R. M. BEACHCROFT, Esq., London.
ALFRED BEYFUS, Esq., London.
F. J. BLAKE, Esq., London.
WM. FRANK BLANDY, Esq., Reading.
G. HOLME BOWER, Esq., London.
HORATIO BRANDON, Esq., London.
JOHN BRENNAN, Esq., Maidstone.
WM. BERIAH BROOK, Esq., London.
E. J. BRISTOW, Esq., London.
CHARLES CHESTON, Esq., M.A., London.
JOHN CLAYTON, Esq., Hunsingh-on-Tyne.
H. HOMEWOOD ORAWFORD, Esq., London.
J. H. DAVIDSON, Esq., London.
JAMES DAVIS, Esq., London.
R. DAWES, Esq., Worthing.
ARTHUR J. DAY, Esq., London.
T. H. DEVONSHIRE, Esq., London.
GRANTHAM R. DODD, Esq., London.
JOSEPH DODDS, Esq., M.P., Stockton-on-Tees.
ROBERT ELLITT, Esq., Cirencester.
LEWIS FRY, Esq., M.P., Bristol.

GEORGE GODFREY, Esq., London.
G. BURROW GREGORY, Esq., M.P., London.
ARCH. HANBURY, Esq., London.
WM. HARPER, Esq., Bury.
SAMUEL HARRIS, Esq., Leicester.
ROBERT HART, Esq., London.
EDWIN HEDGER, Esq., London.
JOHN HENRY KAYS, Esq., London.
GRINHAM KEEN, Esq., London.
FREDK. KENT, Esq., London.
HENRY KIMBER, Esq., London.
JOSEPH E. S. KING, Esq., London.
EDWIN LOW, Esq., London.
NATHANIEL T. LAWRENCE, Esq., London.
J. VERNON MUSGRAVE, Esq., London.
RICHARD PENNINGTON, Esq., London.
RICHARD PIDCOCK, Esq., Woolwich.
THOMAS J. PITFIELD, Esq., London.
WILLIAM M. PYKE, Esq., London.
PHILIP RICKMAN, Esq., Twickenham.
HENRY ROSCOE, Esq., London.
J. ANDERSON ROSE, Esq., London.

SIR PHILIP F. ROSE, B.A.B., London.
CORNELIUS T. SAUNDERS, Esq., Birmingham.
FREDERICK E. SAWYER, Esq., Brighton.
W. EDWOOD SHIRLEY, Esq., Doncaster.
THOMAS SKEWES-COX, Esq., London.
SIDNEY SMITH, Esq., London.
HENRY SOWTON, Esq., London.
JOHN STALLARD, Esq., Worcester.
JOHN STONE, Esq., Bath.
HARRY SMITH STYAN, Esq., London.
EDWIN T. TADMAN, Esq., London.
HENRY W. TRINDER, Esq., London.
R. WALL WALL, Esq., London.
W. MELMOTH WALTERS, Esq., London.
JOHN WEBB, Esq., London.
G. BRASH WHEELER, Esq., London.
SPENCER WHITEHEAD, Esq., London.
E. W. WILLIAMSON, Esq., London.
GEO. WINCH, Esq., Chatham.
ROBERT T. WRAGG, Esq., London.

The Secretary will be happy to hear from gentlemen who may desire to add their names to the above list of Stewards.
Early application for Dinner Tickets (2s. each), which may be obtained of any of the Stewards, or at the office of the Association, will oblige.

9, CLIFFORD'S INN, LONDON, E.C.

JAMES THOMAS SCOTT, Secretary.

QUEEN INSURANCE COMPANY.

Chief Offices:—QUEEN INSURANCE BUILDINGS, LIVERPOOL, and 60, GRACECHURCH STREET, LONDON.

TWENTY-SEVENTH ANNUAL REPORT.

The Report and Accounts for the year 1884, presented to the Shareholders at the Annual Meeting, on THURSDAY 7th MAY, 1885, showed, in the FIRE BRANCH, that the premiums for 1884, after deducting Re-insurances amounted to £265,883, and the losses to £385,926. In the LIFE BRANCH, that new policies had been issued for £272,777, yielding in premiums £10,002, being the largest new premium income in the experience of the Company; that the LIFE FUND was increased by £46,994, being 6½ per cent. of the premiums received for the year. The balance at Credit of Profit and Loss, amounting to £60,271 8s. 1d., was disposed of as follows: £18,003 10s. for Dividend, and £42,267 12s. 1d. carried forward. The FUNDS were shown thereafter to stand as follows:—Capital Paid-up, £150,035; Reserves, £345,566; Life Accumulation Fund, £487,024; Annuity Fund, £16,816. Total Funds in Hand, £1,114,291.

THE AUDITORS' REPORT, DATED 29th APRIL, 1885, STATED:—

"We have examined the Books of the Queen Insurance Company, with the vouchers and securities, including the certificates sent home from the American and Australian Branches for their investments. We have also examined the Audited Balance Sheets of the Foreign Branches, and we certify that the combined Balance Sheet exhibits a full and accurate view of the Company's position on the 31st December, 1884, as shown by the Books. The present aggregate market value of the Securities is largely in excess of the cost appearing in the Balance Sheet." HARMOOD, BANNER, & SON, Chartered Accountants.

THE INCOME OF THE COMPANY IS NOW £890,682. THE COMPANY HAS PAID IN SATISFACTION OF CLAIMS £5,314,797.

J. MONCRIEFF WILSON, General Manager. T. WALTON THOMSON, Sub-Manager. J. K. RUMFORD, Secretary in London.

ACTIVE AND INFLUENTIAL AGENTS WANTED.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.
Capital £1,000,000, fully subscribed by more than 850 shareholders. £200,000 paid up.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.
H. J. BRISTOW, Esq., Sir WILLIAM T. POWER,
W. K. GRAHAM, Esq., K.C.B.,
FALCONER LARKWORTHY, THOS. BURSELL, Esq.,
Esq., C.M.G.

ARTHUR M. MITCHISON, Sir EDWARD W. STAFFORD, K.C.M.G.,
Esq., Chairman of Colonial Com.
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C.,
late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.
Leadenhall-buildings, Leadenhall-st., London, E.C.

NORTHERN ASSURANCE COMPANY.

Established 1856.
FIRE AND LIFE, AT HOME AND ABROAD.

LONDON: 1, Moorgate-street, E.C. ABERDEEN: 3,

King-street.

INCOME & FUNDS (1883):—

Fire Premiums ... £520,000
Life Premiums ... 184,400
Interest ... 124,000

Accumulated Fund ... 2,590,000

EUROPE, AFRICA,
ASIA, AMERICA,
FIRE, LIFE & MARINE.

Capital fully subscribed. £2,500,000
Total invested Funds, upwards of £2,000,000
Total annual premium income exceeds £1,000,000

Chief Offices: 19 and 20, CORNHILL, LONDON, E.C.

THE CHANCERY LANE SAFE DE-
POSIT, 61 and 62, Chancery-lane, W.C.

This Stronghold was formally Opened for Business by the Lord Mayor on the 7th inst., and the Public are now invited (on presentation of card) to inspect any of the Safes and Strong Rooms which remain unoccupied, when the Managers will furnish full particulars of rents, charges, &c.

The Renters of Safes have the use of convenient Writing and Waiting Rooms free of charge.

FURNISH your HOUSES or APART-
MENTS THROUGHOUT on
MOEDER'S HIRE SYSTEM.

The original, best, and most liberal.
Founded A.D. 1868.

Cash prices. No extra charge for time given.
Illustrated priced Catalogues, with full particulars of terms, post-free.

F. MOEDER, 248, 249, and 250, Tottenham-court-
road, and 19, 20, and 21, Morwell-street, W. Estab-
lished 1868.